

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A <input type="checkbox"/> AWARD <input type="checkbox"/> ORDER UNDER DPAS (16 CFR 301)		RATING	PAGE OF PAGES
2. CONTRACT (OR ORDER) NUMBER EP-W-10-011		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQUEST PROJECT NO. PR-HQ-09-10879	
5. ISSUED BY CODE		6. ADMINISTERED BY (If other than Item 5) CODE			
Environmental Protection Agency Program Mgmt and Regional Coordination Service Center (3805R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460					
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and ZIP Code)  TOEROEK ASSOCIATES, INC. 4891 INDEPENDENCE STREET SUITE 148 Wheat Ridge, CO 80033		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (Specify below)		9. DISCOUNT FOR PROMPT PAYMENT  N/A	
10. SUBMIT INVOICES Specify where invoices are to be submitted to the address shown in Item 7		ITEM		12	
11. SHIP TO MARK FOR CODE	FACILITY CODE	13. PAYMENT WILL BE MADE BY CODE			
If applicable, see Section B of the schedule.		U.S. Environmental Protection Agency ATR Finance Center (0143-02) 109 T.W. Alexander Drive Durham, NC 27711			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION  1) 48 CFR 201.101 ( ) 1) 48 CFR 201.101 ( )		14. ACCOUNTING AND APPROPRIATION DATA  See Accounting and Appropriation data in Section B			
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
15G. TOTAL AMOUNT OF CONTRACT					\$16,781,411.35
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19A. NAME AND TITLE OF SIGNER (Type or print) DONNA TOEROEK, PRESIDENT			20A. NAME OF CONTRACTING OFFICER EVELYN F. STANLEY		
19B. NAME OF CONTRACTOR BY Donna Toeroek		19C. DATE SIGNED 4/8/10		20B. UNITED STATES OF AMERICA BY Evelyn F. Stanley	
19D. SIGNATURE OF PERSON AUTHORIZED TO SIGN		19E. DATE SIGNED		20C. DATE SIGNED 04/08/10	
NON 7446-01-102-0000 PREVIOUS EDITION UNUSABLE		20-107		STANDARD FORM 24 (REV 1-80) Prescribed by GSA FAR (48 CFR) 83.214(n)	

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES	
2. CONTRACT (Proc. Inst. Ident.) NO. EP-W-10-011		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQUEST PROJECT NO. PR-HQ-09-10879			
5. ISSUED BY Environmental Protection Agency Program Mgmt and Regional Coordination Service Center (3805R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460		6. ADMINISTERED BY (If other than Item 5)		CODE			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) TOEROEK ASSOCIATES, INC. 4891 INDEPENDENCE STREET SUITE 149 Wheat Ridge, CO 80033				8. DELIVERY [ ] FOB ORIGIN [ ] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT N/A			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:			ITEM 12
CODE		FACILITY CODE					
11. SHIP TO MARK FOR CODE		12. PAYMENT WILL BE MADE BY U.S. Environmental Protection Agency RTP-Finance Center (D143-02) 109 T.W. Alexander Drive Durham, NC 27711		CODE			
If applicable, see Section B of the schedule.							
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c) [ ] 41 U.S.C. 253(c)		14. ACCOUNTING AND APPROPRIATION DATA See Accounting and Appropriation data in Section B					
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
15G. TOTAL AMOUNT OF CONTRACT						\$16,781,411.35	
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H	SPECIAL CONTRACT REQUIREMENTS						
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 4 copies to issuing office). Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract; (b) solicitation, if any; and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [ ] AWARD (Contractor is not required to sign this document). Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer; and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) DONNA TOEROEK, PRESIDENT				20A. NAME OF CONTRACTING OFFICER EVELYN F. STANLEY			
19B. NAME OF CONTRACTOR BY Donna Toeroek		19C. DATE SIGNED 4/8/10		20B. UNITED STATES OF AMERICA BY _____		20C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

NSN 7540-01-152-8089  
PREVIOUS EDITION UNUSABLE

26-107

STANDARD FORM 26 (REV 4-85)  
Prescribed by GSA  
FAR (48 CFR) 53.214(a)

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## PART I - THE SCHEDULE

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

DCN	BFYS	FUND	ORG	PRC	SITE/ PROJECT	COST ORG	OBJ CLSS
ENC006	10	T	06S	302EC7C	06WQWQ00	C001	2505
PLC009	10	T	6A00P	302DD2C	06WQWQ00	C001	2505
SKX010	10	T	05F	302EC7C	05WQWQ00	C001	2505

AMOUNT

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**Ex. 4 CBI**

## B.1 INCREASE CAPACITY POOL

In case of catastrophic event(s) e.g., terrorist attack(s), man-made disaster(s), or natural disaster(s), a cost pool enabling additional contract effort shall be available. The increased capacity available, for the catastrophic events shall be no less than fifty percent (50%) of the total contract value for all years of the contract. The Government shall only be liable for the increased capacity incurred.

B.2 FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY  
CONTRACT (EPAAR 1552.216-73) (APR 1984) DEVIATION

The following fixed rates shall apply for payment purposes for the duration of the contract.

## BASE Period Year 1

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
0001	Project Manager Senior	985		
0002	Project Manager	1,225		
0003	Financial Manager	300		
0004	Financial Analyst	527		
0005	Attorney	198		
0006	Engineer	71		
0007	Database Specialist	280		
0008	IT/IM Specialist	2,778		
0009	Senior Title Analyst	214		
0010	Title Analyst	569		
0011	GIS Specialist	105		
0012	Graphic Specialist	298		
0013	Drafter/CADD Operator	91		
0014	Paralegal Senior (on-site)	1,440		
0015	Paralegal Senior	641		
0016	Research Analyst	414		
0017	Researcher	594		
0018	Community Relations Spec	80		
0019	Senior Data Entry (Lead)	200		
0020	Data Entry Clerk	315		
0021	Project Lead/ Scientist 2/QA Manager	8,758		

**Ex. 4 CBI**

0022 Technical Assistance /  
Paralegal 33,638

**Total Hours / Labor Cost 53,721**

**ODCs**

Travel cost (Airfare and Per Diem)  
Rental Car  
Copy/Scan/Production Cost  
Supplies  
Equipment /Rental Cost  
ODCs for Appraiser  
ODCs for Surveyor  
Services

S&H on ODC's and Travel

**Total Base Year 1**

**Base Period Year 2**

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
0001	Project Manager Senior	985		
0002	Project Manager	1,225		
0003	Financial Manager	300		
0004	Financial Analyst	527		
0005	Attorney	198		
0006	Engineer	71		
0007	Database Specialist	280		
0008	IT/IM Specialist	2,778		
0009	Senior Title Analyst	214		
0010	Title Analyst	569		
0011	GIS Specialist	105		
0012	Graphic Specialist	298		
0013	Drafter/CADD Operator	91		
0014	Paralegal Senior (on-site)	1,440		
0015	Paralegal Senior	641		
0016	Research Analyst	414		
0017	Researcher	594		
0018	Community Relations Spec	80		
0019	Senior Data Entry (Lead)	200		
0020	Data Entry Clerk	315		
0021	Project Lead/ Scientist 2/QA Manager	8,758		
0022	Technical Assistance / Paralegal	33,638		
<b>Total Hours / Labor Cost</b>		<b>53,721</b>		

**ODCs**

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# Ex. 4 CBI



Travel cost (Airfare and Per Diem)  
 Rental Car  
 Copy/Scan/Production Cost  
 Supplies  
 Equipment /Rental Cost  
 ODCs for Appraiser  
 ODCs for Surveyor  
 Services

S&H on ODC's and Travel

Total Base Year 2

Base Period Year 3

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
0001	Project Manager Senior	985		
0002	Project Manager	1,225		
0003	Financial Manager	300		
0004	Financial Analyst	527		
0005	Attorney	198		
0006	Engineer	71		
0007	Database Specialist	280		
0008	IT/IM Specialist	2,778		
0009	Senior Title Analyst	214		
0010	Title Analyst	569		
0011	GIS Specialist	105		
0012	Graphic Specialist	298		
0013	Drafter/CADD Operator	91		
0014	Paralegal Senior (on-site)	1,440		
0015	Paralegal Senior	641		
0016	Research Analyst	414		
0017	Researcher	594		
0018	Community Relations Spec	80		
0019	Senior Data Entry (Lead)	200		
0020	Data Entry Clerk	315		
0021	Project Lead/ Scientist 2/QA Manager	8,758		
0022	Technical Assistance / Paralegal	33,638		
Total Hours / Labor Cost		53,721		

ODCs

Travel cost (Airfare and Per Diem)  
 Rental Car  
 Copy/Scan/Production Cost  
 Supplies  
 Equipment /Rental Cost  
 ODCs for Appraiser  
 ODCs for Surveyor

**Ex. 4 CBI**

**Ex. 4 CBI**

**Ex. 4 CBI**

## Services

S&amp;H on ODC's and Travel

## Total Base Year 3

## Option Period 1

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
0001	Project Manager Senior	985		
0002	Project Manager	1,225		
0003	Financial Manager	300		
0004	Financial Analyst	527		
0005	Attorney	198		
0006	Engineer	71		
0007	Database Specialist	280		
0008	IT/IM Specialist	2,778		
0009	Senior Title Analyst	214		
0010	Title Analyst	569		
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0016	Research Analyst	414		
0017	Researcher	594		
0018	Community Relations Spec	80		
0019	Senior Data Entry (Lead)	200		
0020	Data Entry Clerk	315		
0021	Project Lead/ Scientist 2/QA Manager	8,758		
0022	Technical Assistance / Paralegal	33,638		
Total Hours / Labor Cost		53,721		

## ODCs

Travel cost (Airfare and Per Diem)

Rental Car

Copy/Scan/Production Cost

Supplies

Equipment /Rental Cost

ODCs for Appraiser

ODCs for Surveyor

Services

S&amp;H on ODC's and Travel

## Total Option Year 1

## Option Period 2

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
0001	Project Manager Senior	985		
0002	Project Manager	1,225		

**Ex. 4 CBI****Ex. 4 CBI****Ex. 4 CBI****Ex. 4 CBI**

0003	Financial Manager	300
0004	Financial Analyst	527
0005	Attorney	198
0006	Engineer	71
0007	Database Specialist	280
0008	IT/IM Specialist	2,778
0009	Senior Title Analyst	214
0010	Title Analyst	569
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0020	Data Entry Clerk	315
0021	Project Lead/ Scientist 2/QA Manager	8,758
0022	Technical Assistance / Paralegal	33,638

Total Hours / Labor Cost 53,721

#### ODCs

Travel cost (Airfare and Per Diem)  
Rental Car  
Copy/Scan/Production Cost  
Supplies  
Equipment / Rental Cost  
ODCs for Appraiser  
ODCs for Surveyor  
Services

S&H on ODC's and Travel

#### Total Option Year 2

NOTE: The new Period of Performance begins 04/12/2010 due to the Continuity of Service - FAR 52.237-3 incorporated within this contract to allow for phase-in and phase-out contractual procedures. For these services, the contractor is allowed to bill at proposed rates that will be effective 05/01/2010.

#### \* Contractor's Notes

Toeroek will not apply fee to ODCs.  
Toeroek will not use Facilities Capital Cost of Money.  
Toeroek will accept a 4% S & H ceiling.

The rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Delivery Orders and accepted by the Project Office. The Government shall pay the Contractor for the life of a delivery order at rates in effect when the delivery order was issued, even if performance under the delivery order

# Ex. 4 CBI

# Ex. 4 CBI

crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Delivery Orders.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include prime, subcontractor, consultant, direct labor cost, fringe, overhead, office costs, G&A, program management and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiated voucher, the Government shall, except as otherwise provided in his contract and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for materials or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and /or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) of this clause.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall

promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and materials or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or voucher and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below, the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition of precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims instated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect as the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to be the Contracting Officer.

#### B.3 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)

**Ex. 4 CBI**

#### B.4 OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)

For the categories listed, direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

##### Base Period Year 1

Cost Item	Amount
Travel Cost (Airfare and Per diem)	
Rental Car	
Copy/Scan/Production Cost	
Supplies	
Equipment Rental Cost	
ODCs for Appraiser	
DCs for Surveyor	
Services	

**Ex. 4 CBI**

##### Base Period Year 2

Cost Item	Amount
-----------	--------

Travel Cost (Airfare and Per diem)  
 Rental Car  
 Copy/Scan/Production Cost  
 Supplies  
 Equipment Rental Cost  
 ODCs for Appraiser  
 DCs for Surveyor  
 Services

**Base Period Year 3**

## Cost Item

Travel Cost (Airfare and Per diem)  
 Rental Car  
 Copy/Scan/Production Cost  
 Supplies  
 Equipment Rental Cost  
 ODCs for Appraiser  
 DCs for Surveyor  
 Services

**Option Period Year 1**

## Cost Item

Travel Cost (Airfare and Per diem)  
 Rental Car  
 Copy/Scan/Production Cost  
 Supplies  
 Equipment Rental Cost  
 ODCs for Appraiser  
 DCs for Surveyor  
 Services

**Option Period Year 2**

## Cost Item

Travel Cost (Airfare and Per diem)  
 Rental Car  
 Copy/Scan/Production Cost  
 Supplies  
 Equipment Rental Cost  
 ODCs for Appraiser  
 DCs for Surveyor  
 Services

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## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.



**C.2 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)**

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency  
Office of Administration  
Facilities Management and Services Division  
Distribution Section  
Mail Code: 3204M  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460  
Phone: (202) 564-9629

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

SECTION D - PACKAGING AND MARKING

[For this Contract, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

Region V  
Environmental Protection Agency  
77 West Jackson Boulevard  
Chicago, IL 60604-3507

Region VI  
Environmental Protection Agency  
Fountain Place 12<sup>th</sup> Floor, Suite 1200  
1445 Ross Avenue  
Dallas TX 75202-2733

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

**F.2 LIQUIDATED DAMAGES -- SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (FAR 52.211-11) (SEP 2000)**

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$TBD per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

**F.3 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) DEVIATION**

The Contractor shall prepare and deliver reports and a technical report abstract for each draft final and final technical report in accordance with Attachment 2.

**F.4 MONTHLY PROGRESS REPORT--INDEFINITE DELIVERY/INDEFINITE QUANTITY FIXED-RATE SERVICES CONTRACT (EPAAR 1552.210-74) (SEP 1990) DEVIATION**

(a) The contractor shall furnish the below listed copies of a combined monthly technical and financial progress report briefly stating the progress made, including the percentage of the work ordered and completed during the reporting period. Specific discussions shall include difficulties encountered and remedial action taken during the reporting period and anticipated activity during the subsequent reporting period.

(b) The report shall include the following financial information for each delivery order:

- (1) Delivery order number, date and title;
  - (2) EPA client organization;
  - (3) Period of performance, including explanations for any extensions that may be needed;
  - (4) Number of hours, loaded rate applied, and corresponding total dollar amount expended for each employee (by name) within all labor categories employed during the reporting period;
  - (5) Cumulative number of hours and corresponding dollar amounts expended to date by labor category;
  - (6) Cumulative listing of all invoices submitted including invoice number, date submitted, period of invoice, total amount of invoice, and amount paid;
  - (7) Any accumulated charges that have not been invoiced and reasons why they have not been billed;
  - (8) Estimated costs and labor hours to be expended during the next reporting period.
- (c) The reports shall be submitted to the following addresses on or before the 20th of each month following the first complete calendar month of the contract. Distribute reports as follows:

- 1 bound hard copy and 1 electronic copy to the Contracting Officer
- 1 Electronic Copy to the Project Officer
- 1 Redacted Electronic Copy to the Project Officer
- 1 Electronic copy of individual Task Order Reports to the Designated TO COR

EPA INTERNET/E-Mail Address:  
 Lastname.firstname@epa.gov

EPA Mail Address:

Project Officer (6SF-VC)  
 1445 Ross Ave., Suite 1200  
 Dallas, Texas 75202

Contracting Officer (6MD-RT)  
 1445 Ross Ave., Suite 1200  
 Dallas, Texas 75202

#### **F.5 LEGAL ANALYSIS (EPAAR 1552.210-76) (APR 1984)**

The Contractor shall furnish to the Project Officer one (1) copy of any draft legal analysis. The Government will provide a response to the Contractor within thirty (30) calendar days after receipt. The Contractor shall not finalize the analysis until the Government has given approval.

#### **F.6 WORKING FILES (EPAAR 1552.211-75) (APR 1984)**

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations,

assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

**F.7 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)**

The period of performance of this contract shall be from 04/12/2010 through 04/11/2015 inclusive of all required reports.

**F.8 EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR 1984)**

The effective period of this contract is:

Base Period from 04/12/2010 through 04/11/2013.

Option Period 1 from 04/12/2013 through 04/11/2014.

Option Period 2 from 04/12/2014 through 04/11/2015.

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 INVOICES (FAR 52.213-2) (APR 1984) DEVIATION**

The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state (a) the starting and ending dates of the subscription delivery, and (b) either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment.

**G.2 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984) DEVIATION**

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers: **To Be Determined**

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

(g) Prior to commencing any work, the Contractor shall provide a conflict of interest certification. Where task orders are issued under this contract for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first task order issued for that site. However, for all subsequent work on that site under this contract, the contractor has a continuing obligation to search and report any actual or potential conflicts of interest. For emergency situations, work may begin but modification shall be made within five (5) working days.

Before submitting the conflict of interest certification, the contractor



shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the task order. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflict's of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential conflict of interest exist. In addition, the Contractor must certify that its personnel who perform work under this task order or relating to this task order have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this task order.

**G.3 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)**

The Contractor shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Contract Report, in accordance with the instructions on the forms.

Submit copies of these reports to: \*

Distribution	Addressee
original	Contracting Officer
1 copy	Senior Program Manager U.S. EPA Office of Small & Disadvantaged Business Utilization (1230C) Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Washington, D.C. 20460
1 copy	Mr. Norman White U.S. EPA Contracts Management Division 26 West Martin Luther King Drive Cincinnati, OH 45268-7001

**G.4 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996)**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 12 on the cover of the

contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c) (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c) (2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e) (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

#### **G.5 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 12 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c) (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each

subcontract. The degree of detail for any subcontract exceeding Ex. 4 CBI is to be the same as that set forth under (c) (2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

#### **G.6 PAYMENTS---FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000)**

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

##### **(a) Hourly rate.**

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting

Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with subparagraph (3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for items and services purchased directly for the contract under paragraph (a)(1) of this clause. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the

fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents,

and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

#### G.7 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency  
Chief, Cost and Rate Negotiation Service Center  
Office of Acquisition Management (3802R)  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon

establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center
Period
Rate
Base

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center
Period
Rate
Base



The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

**G.8 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)**

Project Officer(s) for this contract:

Project Officer: Karen Hartis

Contract Specialist(s) responsible for administering this contract:

James Langan

Administrative Contracting Officer: Evelyn Stanley

**G.9 ANNUAL ALLOCATION OF NON-SITE COSTS (EP 52.242-310) (OCT 1991)**

(a) The contractor shall submit an allocation report annually on a Federal fiscal year (FY) basis. The purpose of this report is to allocate all payments made by EPA to the contractor for non-site-specific activities to the sites worked on by the contractor during the FY. Examples of non-site-specific activities include program management, contract fees (base, fixed, and award), and other tasks given to the contractor for non-site-specific work.

(b) Within 90 days after the end of each FY, EPA will provide the contractor the total amount of all invoices for the annual allocation period. The contractor shall submit two draft copies of the Annual Allocation Report to EPA within 60 days after receipt of the invoice amounts. The paragraph below titled, "Annual Allocation Report", lists the required submissions for the Annual Allocation Report. **Attachment 5** to the contract, titled, "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" provides a detailed explanation of each schedule type and steps for completing each schedule.

(c) The Superfund Accounting Branch of the Financial Management Division (FMD) will review the draft report and notify the contractor in writing of any corrections required for the final report. Two copies of the final report incorporating all of the necessary corrections are due 30 days after receipt of this notice. The final report shall also include a signed statement certifying that the data provided to EPA is supported by the contractor's accounting records. NOTE: These allocations represent changes to EPA's accounting system. No changes should be made to the contractor's accounting system.

(d) In addition to the two copies of the final reports, the contractor shall also submit the Summary of Allocation report on a 5 1/4" or 3 1/2" DOS computer disk in a Lotus 1-2-3 or ASCII format. The reports shall be sent to:

Chief, Superfund Accounting Branch  
Environmental Protection Agency  
Financial Management Division (3303F)  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460

(e) When the contract performance period ends at other than the end of the FY, EPA will provide the amount to be allocated 90 days after submission of the last invoice following contract expiration. The time requirements for submission of draft and final reports noted in the paragraphs above will apply.

(f) If the contractor is submitting Annual Allocation Reports on costs incurred during FY 1991 and earlier, the contractor may combine each FY's report into one report. Approval must be granted by the Chief, Superfund Accounting Branch, FMD before the reports can be combined.

#### Allocation Methodology

##### Initial Steps:

Before beginning the allocation process, the contractor must perform four tasks:

- 1) Reconcile the paid amounts provided by EPA with contractor records,
- 2) Identify costs charged to sites with SSIDs and without SSIDs,
- 3) Redistribute costs for sites which initially did not have SSIDs, but which were subsequently assigned an EPA SSID, and
- 4) Identify which of the non-site activity costs should be allocated to sites:

The contractor shall delineate the amount of non-site-specific costs into the following non-site categories:

Program Management - (National & Regional, if applicable) - Payments made to the contractor for the specific management and administration of the contract as a whole. This includes contract fees except for fees applicable to individual sites.

Site Support Non-Site Activities - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor.

Program Wide Non-Site Activities - payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will not be allocated to sites in the annual allocation process.

Capital Equipment - equipment with an individual cost over \$5,000.00 and a useful life of greater than one year.

Start-up Costs - costs incurred generally in the first year and associated with efforts benefitting the entire contract term, e.g., quality assurance plans.

- (g) The contractor shall allocate the non-site activity costs to

sites, program wide non-site costs, and other appropriations using an allocation method that reflects the causal/beneficial relationship of the non-site costs to site costs. The preferred allocation method is a total cost base. However, with the approval of the Chief, Superfund Accounting Branch, FMD, the contractor may use an alternate methodology.

In addition, special allocations may be required as follows:

- All equipment with a unit value of **Ex. 4 CBI** 0 or greater and a useful life of greater than one year shall be depreciated over its useful life and allocated to sites. The allocation of amortized equipment costs should reflect equipment usage on the sites. The preferred depreciation procedure is either a straight-line or actual usage basis. A depreciation schedule shall be maintained and submitted to EPA at contract expiration.
- Start-up costs, if applicable, shall be amortized over the life of the contract.
- Payments made for costs incurred in previous fiscal years, if material, shall be allocated in a separate report. If the contractor is unsure whether a paid amount is material, the contractor should contact the Chief, Superfund Accounting Branch, FMD.

#### Annual Allocation Report

##### Required:

- Summary of Allocation
- Master Allocation Schedule
- Statement of Allocation Methodology
- Listing of all invoices paid during the Federal fiscal year (with invoice numbers and amounts)
- Certification of Contractor Records - (final report only)

##### Required if applicable:

- Schedule of Start-up Costs
- Schedule of Capital Equipment Depreciation
- Schedule of Non-Site Activities

(h) The contractor should refer to "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" for a detailed explanation and illustration of the allocation process and methodology. Questions regarding any Annual Allocation requirements should be referred to the Chief, Superfund Accounting Branch, FMD at (202) 260-9268.

#### G.10 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984) DEVIATION

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the

Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.
- (b) Title to Government-furnished data shall remain in the Government.
- (c) The Contractor shall use the Government-furnished data only in connection with this contract.
- (d) The data will be furnished to the Contractor as specified in the **Performance Work Statement**.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (FAR 52.208-8) (APR 2002)

#### (a) Definitions.

"Bureau of Land Management," as used in this clause, means the Department of the Interior, Bureau of Land Management, Amarillo Field Office, Helium Operations, located at 801 South Fillmore Street, Suite 500, Amarillo, TX 79101-3545.

"Federal helium supplier" means a private helium vendor that has an in-kind crude helium sales contract with the Bureau of Land Management (BLM) and that is on the BLM Amarillo Field Office's Authorized List of Federal Helium Suppliers available via the Internet at [http://www.nm.blm.gov/www/amfo/amfo\\_home.html](http://www.nm.blm.gov/www/amfo/amfo_home.html).

"Major helium requirement" means an estimated refined helium requirement greater than 200,000 standard cubic feet (scf) (measured at 14.7 pounds per square inch absolute pressure and 70 degrees Fahrenheit temperature) of gaseous helium or 7510 liters of liquid helium delivered to a helium use location per year.

(b) ~~Requirements~~---(1) Contractors must purchase major helium requirements from Federal helium suppliers, to the extent that supplies are available.

(2) The Contractor shall provide to the Contracting Officer the following data within 10 days after the Contractor or subcontractor receives a delivery of helium from a Federal helium supplier---

- (i) The name of the supplier;
- (ii) The amount of helium purchased;
- (iii) The delivery date(s); and
- (iv) The location where the helium was used.

(c) *Subcontracts*. The Contractor shall insert this clause, including this paragraph (c), in any subcontract or order that involves a major helium requirement.

### H.2 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling 1-888-546-8740.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

### H.3 PRINTING (EPAAR 1552.208-70) (DEC 2005)

#### (a) Definitions.

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

#### (b) Prohibition.

(1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

#### (c) Affirmative Requirements.

(1) Unless otherwise directed by the contracting officer, the

contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. Duplication services of "incidentals" in excess of the thresholds, are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision

substantially the same as this clause.

#### H.4 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

#### H.5 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees



working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

#### H.6 LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) (OCT 2005) ALTERNATE V (APR 2004)

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) The Contractor, during the life of this contract, will be ineligible to enter into a contract with EPA to perform response action work (e.g., Response Action Contract (RAC), Emergency and Rapid Response Services (ERRS), Superfund Technical Assistance and Removal Team (START), and Enforcement Support Services (ESS) contracts), unless otherwise authorized by the Contracting Officer.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access

to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

#### **H.7 ANNUAL CERTIFICATION (EPAAR 1552.209-75) (MAY 1994)**

The Contractor shall submit an annual conflict of interest certification to the Contracting Officer. In this certification, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to EPA. In addition, in this annual certification, the Contractor shall certify that it has informed its personnel who perform work under EPA contracts or relating to EPA contracts of their obligation to report personal and organizational conflicts of interest to the Contractor. Such certification must be signed by a senior executive of the company and submitted in accordance with instructions provided by the Contracting Officer. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter, until expiration or termination of the contract. The certification must be received by the Contracting Officer no later than 45 days after the close of the certification period covered.

#### **H.8 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)**

The contracting officer shall complete a Contractor Performance

Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.17-5. The contractor shall be evaluated based on the following ratings:

- 0 = Unsatisfactory,
- 1 = Poor,
- 2 = Fair,
- 3 = Good,
- 4 = Excellent,
- 5 = Outstanding,
- N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

- Quality,
- Cost Control,
- Timeliness of Performance,
- Business Relations,
- Compliance with Labor Standards,
- Compliance with Safety Standards, and
- Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;
- (4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and
- (5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

- (1) Ensure the accuracy of the project officer's evaluation by

verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The

individual who is one level above the contracting officer shall:

- (1) Review the contracting officer's written recommendation; and
- (2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.
- (g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.
- (h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.
- (i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

**H.9 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (APR 1984) DEVIATION**

(a) The Government has the option to extend the effective period of this contract for 2 additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract Amount" clause will be modified to reflect new and separate maximum amounts:

NO CHANGE in Minimum and Maximum

(c) The "Effective Period of the Contract" clause will be modified as follows:

Period	Start Date	End Date
Option Period I	04/12/2013	04/11/2014
Option Period II	04/12/2014	04/11/2015

**H.10 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)**

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government

or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

#### **H.11 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)**

(a)(1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's

approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

#### H.12 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

#### **H.13 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)**

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to



include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

**H.14 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71)  
(AUG 1993) DEVIATION**

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

**H.15 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)**

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a

confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

#### **H.16 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000)**

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

#### **H.17 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION**

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

#### **H.18 Key Personnel (EPAAR 1552.237-72) (FEB 1995) DEVIATION**

(a) The Contractor shall assign to this contract the following key personnel:

1. **Program Manager:** Donna Toeroek
2. **Senior Project Managers:** Kevin Geraci  
Gary Miller
3. **Key Reports Personnel:** Mariana Tocheva

(b) During the first 90 calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

#### **H.19 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)**

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501

et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

## H.20 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (EP-S 00-02) (SEP 2000) DEVIATION

The Task-Order and Delivery-Order Ombudsman for this contract is:

Name: Susan Moroni  
 Address: 1200 Pennsylvania Avenue, N.W., 3801R  
Washington, D.C. 20460  
 Telephone Number: (202) 564-0000  
 Facsimile Number: (202) 565-xxxx  
 E-Mail Address: <moroni.susan@epa.gov>

## H.21 APPROVAL OF CONTRACTOR TRAVEL (LOCAL LC-31-08) (DEC 2001)

(a) Any contractor travel which may be directly charged to the contract must be authorized in advance by the Project Officer. This approval shall be separate from the process associated with the approval of work plans. (See paragraph (f) below).

(b) Travel shall be authorized under this contract only when the travel is required to provide a direct service (including management oversight) or specific product to the Government that is identified in the contract's Statement Of Work (and/or any applicable work assignment). The contractor shall identify the need for travel in any work plans submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Unless/until the Project Officer specifically approves the travel proposed under a work assignment (apart from approval of the remainder of the work assignment- see paragraph (e) below), the contractor shall not perform travel. Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-43 and FAR 31.205-46.

(c) Travel expenses for Federal employees shall not be an allowable cost under this contract. Travel approval shall not be rendered for any personnel (including for example State or local government officials, academicians, etc.) except for employees of the contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the Statement of Work.

(d) The advance approval of travel covered in this clause does not apply to local transportation. Local transportation, for this contract, is defined as travel within 100 miles from the contractor personnel's assigned work location for performance of the contract that does not involve an overnight stay.

(e) To obtain the approval for travel, the contractor shall submit a separate written request to the Project Officer for each instance of travel for the contractor (including subcontractors/consultants) that is contemplated as a direct charge under the contract. The request shall

include (at a minimum) the following information:

1. Individual(s) traveling. Identify position and affiliation as a contractor/subcontractor employee or authorized consultant.
2. Description of circumstances necessitating the travel. Identify the work assignment(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the Statement Of Work.
3. Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(f) Approval of work plans that include travel as an other direct cost element shall not be construed to mean the travel is approved; i.e., separate approval shall be obtained from the Project Officer.

(g) While on travel, Contractor personnel shall clearly identify corporate affiliation at the start of any meeting. While attending EPA-sponsored meetings, conferences, symposia, etc. or while on a Government site, Contractor personnel shall wear a badge which identifies the individual as a contractor employee. Contractor personnel are strictly prohibited from acting as a representative of the Agency at meetings, conferences, symposia, etc.

## **H.22 RETENTION AND AVAILABILITY OF CONTRACTOR FILES (LOCAL IW-04-02) (DEC 2001)**

(a) This contract contains the Federal Acquisition Regulation Clause 52.215-2 "AUDIT-NEGOTIATION (APR 1984)" wherein the Contractor is required to maintain and make available to the Contracting Officer or representative of the Contracting Officer (in accordance with FAR Subpart 4.7 "Contractor Records Retention") at its office at all reasonable times the books, records, documents, and other evidence relating to this contract including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract. Such files shall be made available for examination, audit or reproduction.

(b) The Contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site related cleanup activities. In such proceedings, the Contractor's cost and performance records may become an integral part of the Government's case.

(c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the Contractor shall make available to the Government, and only to the Government, all audit and financial information relative to the work conducted under this contract as well as the information required in the Audit Clause for a total of 10 years after final payment under this negotiated contract in lieu of the 3 year period stated in the clause "AUDIT-NEGOTIATION (APR 1984)." (See FAR 4.703(b)(1))

(d) In addition, the Contractor shall make available to the

Government and only to the Government the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e., cost recovery) until such appeals, litigation, or claims are disposed of.

(e) The Contractor shall not destroy original records relating to the contract until:

(1) All litigation involving the records has been finally settled and approval is obtained from the CO; or

(2) Ten (10) years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the CO is obtained.

In no event should individual records be destroyed if litigation is in process or is pending related to such records.

(f) From time to time, the Government may, in support of litigation cases, have the need for the Contractor to research and make available such records in a form and manner not normally maintained by the Contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the Contractor.

(g) The final invoice (completion voucher) submitted hereunder, after physical completion of the contract within the stated period of performance, will represent the final claim under the contract.

#### **H.23 EPA REGIONAL CROSSOVER (LOCAL LW-09-03) (DEC 2001)**

(a) In the event of the Contractor's potential or actual conflict of interest in conducting a specific work assignment (as determined by the Contracting Officer), or when the maximum amount of effort has already been ordered or is about to be ordered by the Government, or in any other situation in which it is determined to be in the best interest of the Government, professional services for this Region may be ordered through another Region's contractor.

(b) The Contractor agrees to accept work assignments for services within any other Region, provided the amount of such services, in addition to other work performed under this contract, does not exceed the maximum amounts specified in the Section B clause titled "Estimated Cost, Base Fee and Award Fee."

## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

## I.1 NOTICE Listing Contract Clauses Incorporated by Reference

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2007	LIMITATION ON PAYMENTS TO INFLUENCE
CERTAIN		
52.204-4	AUG 2000	FEDERAL TRANSACTIONS PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION
52.204-9	SEP 2007	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR
52.204-10	SEP 2007	PERSONNEL REPORTING SUBCONTRACT AWARDS
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.215-2	MAR 2009	AUDIT AND RECORDS--NEGOTIATION
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	OCT 2004	PENSION ADJUSTMENT AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.216-29	FEB 2007	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS--NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE
COMPETITION		
52.216-30	FEB 2007	(FEB 2007) TIME-AND-MATERIALS/LABOR HOUR PROPOSAL REQUIREMENTS--NON-COMMERCIAL ITEM ACQUISITION WITHOUT ADEQUATE PRICE COMPETITION (FEB 2007)
52.216-31	FEB 2007	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL



		REQUIREMENTS--COMMERCIAL ITEM ACQUISITION (FEB 2007)
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES
52.219-4	JUL 2005	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-3	JUN 2003	CONVICT LABOR
52.222-26	MAR 2007	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-41	NOV 2007	SERVICE CONTRACT ACT OF 1965
52.222-43	NOV 2006	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006)
52.222-54	MAY 2009	EMPLOYMENT ELIGIBILITY VERIFICATION
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.226-5	NOV 2007	RESTRICTIONS ON SUBCONTRACTING OUTSIDE DISASTER OR EMERGENCY AREA
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL ALTERNATE II (DEC 2007)
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL ALTERNATE III (DEC 2007)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-17	OCT 2008	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2008	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS
TRANSFER--OTHER		
52.233-1	JUL 2002	THAN CENTRAL CONTRACTOR REGISTRATION
52.233-3	AUG 1996	DISPUTES ALTERNATE I (DEC 1991)
52.233-4	OCT 2004	PROTEST AFTER AWARD
CLAIM		APPLICABLE LAW FOR BREACH OF CONTRACT
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-3	SEP 2000	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
52.244-2	JUN 2007	SUBCONTRACTS (JUNE 2007)
52.246-24	FEB 1997	LIMITATION OF LIABILITY-HIGH VALUE ITEMS

52.246-25	FEB 1987	ALTERNATE I (APR 1984)
52.249-6	MAY 2004	LIMITATION OF LIABILITY--SERVICES
		TERMINATION (COST-REIMBURSEMENT) ALTERNATE
		IV (SEP 1996)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

## **I.2 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

## **I.3 ORDERING (FAR 52.216-18) (OCT 1995) DEVIATION**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 05/01/2010 through 04/30/2015.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued"

when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### I.4 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than N/A, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of N/A;

(2) Any order for a combination of items in excess of N/A;

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within N/A days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### I.5 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995) DEVIATION

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations

clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 04/30/2013 beyond the expiration date of the contract.

#### **I.6 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (FAR 52.219-18) (JUN 1998) DEVIATION**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) SIC code 8742 is specifically included in the Offeror's approved business plan;

(2) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(3) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of the clause.

(c) Any award resulting from this solicitation will be made by the Contracting officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement.* A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The Toeroek Associates, Inc will notify the Environmental Protection Agency Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

#### **I.7 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (APR**

**2005) (FAR 52.219-18) (JUN 2003) ALTERNATE I (JUL 2005)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(3) The offerors approved business plan is on the file and serviced by **FT WORTH, TEXAS** as identified by the SBA].

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of the clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The contractor will notify the Environmental Protection Agency Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

**I.8 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where

segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**I.9 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) (FAR 52.222-39) (DEC 2004)**

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

**Notice to Employees**

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570

1-866-667-6572

1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at

<http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to-

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management

Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

#### **I.10 SERVICE CONTRACT ACT - PLACE OF PERFORMANCE UNKNOWN (FAR 52.222-49) (MAY 1989)**

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: **Dallas, Texas**. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by **3:00 Eastern Standard Time (EST), November 13, 2009**.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

#### **I.11 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (AUG 2003)**

(a) Definitions. As used in this clause--

"Priority chemical" means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency



pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

"Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

#### **I.12 NOTIFICATION OF CHANGES (FAR 52.243-7) (SEP 2006)**

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a

change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice

in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

#### I.13 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of

Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

**I.14 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAR 2009)  
DEVIATION**

(a) *Definitions.* As used in this clause---

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111- 5). Applies to subcontracts funded under the Act.

(iii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). (Flow down a required in accordance with paragraph (g) of FAR clause 52.222-39.)

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause

52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**I.15 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006) (FAR 52.247-67) (FEB 2006) DEVIATION**

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid-

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to TBD

**I.16 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

**I.17 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

**I.18 EXECUTIVE ORDER 13201 - NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING**

## PAYMENT OF UNION DUES OR FEES, 29 CFR PART 470 (EP-S 04-02) (APR 2004)

1. During the term of this contract, the contractor agrees to post a notice, of such size and in such form as the Secretary of Labor will prescribe, in conspicuous places in and about its plants and offices, including all places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information (except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

## NOTICE TO EMPLOYEES

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform period dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustments.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll-free number: National Labor Relations Board, Division of Information, 1099 14th Street, NW., Washington, D.C. 20570, 1-866-667-6572, 1-866-315-6572 (TTY).

To locate the nearest NLRB office, see NLRB's website at <http://www.nrlb.gov>.

2. The contractor will comply with all provisions of Executive Order 13201 of February 17, 2001, and related rules, regulations, and orders of the Secretary of Labor.

3. In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13201 of February 17, 2001. Such other sanctions or remedies may be imposed as are provided in Executive Order 13201 of February 17, 2001, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

4. The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by the rules, regulations, or orders of the the Secretary of the Labor issued pursuant to section 3 of Executive Order 13201 of February 17, 2001, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any such subcontractor or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

## SECTION J - LIST OF ATTACHMENTS

## J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

Number	Attachment Title
1	Performance Work Statement
2	Reports of Work
3	Agency Personal Verification Procedures for Contractor
Personnel	October 2006
4	Organizational Conflict of Interest Plan
5	Instructions for Performing the Annual Allocation of Non-Site-Specific Costs



PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 Reference Statement

The Representations, Certifications, and other Statements of Offerers completed by the contractor as part of the response to the RFP PR-HQ-09-10879 are incorporated into this contract by reference.

Message

---

**From:** Coltrain, Katrina [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=6C65407B58D44284B50F869DF1274022-COLTRAIN, KATRINA]  
**Sent:** 5/25/2021 3:16:13 PM  
**To:** Johnson, WilliamG2 (Billy) [Johnson.WilliamG2@epa.gov]  
**Subject:** FW: Wilcox Oil Feasibility Study, Revision 03/GIS Files/Scribe database

Billy, I requested the final site databases and it appears that these individual files are on the share drive.

Are you able to contact EA and confirm the following:

- These files will be delivered at closeout on a thumb or hard drive—including all other files that were shared on the web portal
- Was the final GIS Map package (project) file uploaded? If so where is it, and if not why not.

thanks

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102  
214-665-8143

---

**From:** Appel, Patrick <pappel@eaest.com>  
**Sent:** Friday, May 21, 2021 8:10 PM  
**To:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Cc:** todd.downham@deq.ok.gov  
**Subject:** Wilcox Oil Feasibility Study, Revision 03/GIS Files/Scribe database

Hi Katrina/Todd – The revised Feasibility Study, Revision 03, Final GIS files, and Scribe Database can be downloaded from the following SharePoint site link.

**Ex. 4 CBI**

The Feasibility Study is located under “Feasibility Study\Revision 03 folder”. The native files for everything are included in the folder which includes a clean word version and a full .pdf of the FS.

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The final Scribe database can be found in “Scribe Database\Final Scribe Database”

You might need to copy and paste it into your browser if it doesn’t work. The username/password information is:

User ID = **Ex. 4 CBI**  
Password

Have a good weekend,

Pat

Patrick Appel

**EA Engineering, Science, and Technology, Inc., PBC**

405 S. Highway 121, Building C, Suite 100

Lewisville, TX 75067

972-315-3922 ext 1245

Direct: 972-459-5038

Mobile: 817-437-0563

Fax: 972-315-5181

**IMPROVING THE QUALITY OF THE ENVIRONMENT IN WHICH WE LIVE, ONE PROJECT AT A TIME®**

Message

---

**From:** Johnson, WilliamG2 (Billy) [Johnson.WilliamG2@epa.gov]  
**Sent:** 5/25/2021 3:35:47 PM  
**To:** Coltrain, Katrina [coltrain.katrina@epa.gov]  
**Subject:** RE: Wilcox Oil Feasibility Study, Revision 03/GIS Files/Scribe database

I'll reach out to Tim. More to come...

---

**From:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Sent:** Tuesday, May 25, 2021 10:16 AM  
**To:** Johnson, WilliamG2 (Billy) <Johnson.WilliamG2@epa.gov>  
**Subject:** FW: Wilcox Oil Feasibility Study, Revision 03/GIS Files/Scribe database

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thanks

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Dallas, Texas 75270-2102  
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Fax: 972-315-5181

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Message

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**From:** Johnson, WilliamG2 (Billy) [Johnson.WilliamG2@epa.gov]  
**Sent:** 5/25/2021 4:13:48 PM  
**To:** Coltrain, Katrina [coltrain.katrina@epa.gov]  
**Subject:** FW: TO 128 Wilcox

FYI

---

**From:** Startz, Tim <tstartz@eaest.com>  
**Sent:** Tuesday, May 25, 2021 11:10 AM  
**To:** Johnson, WilliamG2 (Billy) <Johnson.WilliamG2@epa.gov>  
**Subject:** RE: TO 128 Wilcox

Billy,

Answers are below in red and blue.

Please let me know if you need anything else.

Thanks,

Tim

---

**From:** Johnson, WilliamG2 (Billy) <Johnson.WilliamG2@epa.gov>  
**Sent:** Tuesday, May 25, 2021 10:51 AM  
**To:** Startz, Tim <tstartz@eaest.com>  
**Subject:** TO 128 Wilcox

Hey Tim,

Katrina had a couple of questions about Wilcox TO 128.

- These files will be delivered at closeout on a thumb or hard drive—including all other files that were shared on the web portal

All deliverables along with the TOCR will be submitted to EPA on a compact disk within a month or so.

- Was the final GIS Map package (project) file uploaded? If so where is it, as I don't currently see it. Where are they sending it, so I can find it.

Yes, these files were uploaded on Friday. Here is a copy and paste from the email explaining where everything was put:

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User ID =  
Password **Ex. 4 CBI**

I just wanted to make sure that we are able to close out these files without any issues.

Cheers,  
Billy

//Signed//  
William G. Johnson Jr.  
Project Officer  
Region 6 Revitalization and Resources Branch  
Superfund Division  
(214) 665-2256 Phone  
(214) 665-6660 Fax  
[Johnson.williamg2@epa.gov](mailto:Johnson.williamg2@epa.gov)

Message

---

**From:** Johnson, WilliamG2 (Billy) [Johnson.WilliamG2@epa.gov]  
**Sent:** 5/25/2021 7:12:14 PM  
**To:** Coltrain, Katrina [coltrain.katrina@epa.gov]  
**Subject:** FW: TO 128 Wilcox

Hey Katrina,

Please see below...

---

**From:** Startz, Tim <tstartz@eaest.com>  
**Sent:** Tuesday, May 25, 2021 1:48 PM  
**To:** Johnson, WilliamG2 (Billy) <Johnson.WilliamG2@epa.gov>  
**Subject:** RE: TO 128 Wilcox

Billy,

The MPK is a map package of a single figure. It references the data associated with that specific figure.

The expectation that the whole GIS is included in an MPK may have originated from EA providing an MPK with a data table that was used to make all the contamination maps for the RI by using different queries. That MPK was used to make all the figures in Section 5 of the RI. Other figures reference different data. So instead of making an MPK for each figure, which will send duplicate data files for each MPK, one copy of all the data are provided.

Proposed solution: Ask her what figure or figures she wants as an MPK.

Sincerely,

Tim

---

**From:** Johnson, WilliamG2 (Billy) <Johnson.WilliamG2@epa.gov>  
**Sent:** Tuesday, May 25, 2021 12:31 PM  
**To:** Startz, Tim <tstartz@eaest.com>  
**Subject:** FW: TO 128 Wilcox

Hey Tim,

Please take a look below.

Cheers,  
Billy

---

**From:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Sent:** Tuesday, May 25, 2021 12:08 PM  
**To:** Johnson, WilliamG2 (Billy) <Johnson.WilliamG2@epa.gov>  
**Subject:** RE: TO 128 Wilcox

Yes I got the web page access. The document I am asking for is not there.



Specifically, the Map package should be similar to that attached. What they provided is over 1000files associated with all of the GIS maps created.

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102  
214-665-8143

---

**From:** Johnson, WilliamG2 (Billy) <[Johnson.WilliamG2@epa.gov](mailto:Johnson.WilliamG2@epa.gov)>  
**Sent:** Tuesday, May 25, 2021 11:14 AM  
**To:** Coltrain, Katrina <[coltrain.katrina@epa.gov](mailto:coltrain.katrina@epa.gov)>  
**Subject:** FW: TO 128 Wilcox

FYI

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**From:** Startz, Tim <[tstartz@eaest.com](mailto:tstartz@eaest.com)>  
**Sent:** Tuesday, May 25, 2021 11:10 AM  
**To:** Johnson, WilliamG2 (Billy) <[Johnson.WilliamG2@epa.gov](mailto:Johnson.WilliamG2@epa.gov)>  
**Subject:** RE: TO 128 Wilcox

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Please let me know if you need anything else.

Thanks,

Tim

---

**From:** Johnson, WilliamG2 (Billy) <[Johnson.WilliamG2@epa.gov](mailto:Johnson.WilliamG2@epa.gov)>  
**Sent:** Tuesday, May 25, 2021 10:51 AM  
**To:** Startz, Tim <[tstartz@eaest.com](mailto:tstartz@eaest.com)>  
**Subject:** TO 128 Wilcox

Hey Tim,

Katrina had a couple of questions about Wilcox TO 128.

- These files will be delivered at closeout on a thumb or hard drive—including all other files that were shared on the web portal

All deliverables along with the TOCR will be submitted to EPA on a compact disk within a month or so.

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Billy

//Signed//  
William G. Johnson Jr.  
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Region 6 Revitalization and Resources Branch  
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(214) 665-2256 Phone  
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[Johnson.williamg2@epa.gov](mailto:Johnson.williamg2@epa.gov)

Message

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**Sent:** 5/25/2021 5:08:20 PM  
**To:** Johnson, WilliamG2 (Billy) [Johnson.WilliamG2@epa.gov]  
**Subject:** RE: TO 128 Wilcox  
**Attachments:** WilcoxEPA\_Export202003.mpk

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Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
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1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102  
214-665-8143

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**To:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
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User ID =  
Password

Ex. 4 CBI

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Cheers,  
Billy

//Signed//  
William G. Johnson Jr.  
Project Officer  
Region 6 Revitalization and Resources Branch  
Superfund Division  
(214) 665-2256 Phone  
(214) 665-6660 Fax  
[Johnson.williamg2@epa.gov](mailto:Johnson.williamg2@epa.gov)

Message

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**From:** Coltrain, Katrina [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=6C65407B58D44284B50F869DF1274022-COLTRAIN, KATRINA]  
**Sent:** 5/25/2021 8:56:06 PM  
**To:** Johnson, WilliamG2 (Billy) [Johnson.WilliamG2@epa.gov]  
**Subject:** RE: TO 128 Wilcox

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U.S. Environmental Protection Agency, Region 6  
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1201 Elm Street, Suite 500  
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**Sent:** Tuesday, May 25, 2021 2:12 PM  
**To:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Subject:** FW: TO 128 Wilcox

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Please see below...

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**Sent:** 5/26/2021 12:29:59 PM  
**To:** Johnson, WilliamG2 (Billy) [Johnson.WilliamG2@epa.gov]  
**Subject:** RE: TO 128 Wilcox

Billy, some additional clarification from our GIS folks that help us with maps and figures related to our sites. Just want to make sure these are going to be provided. Thanks

Provide all site features maintained in Esri file geodatabases or shapefiles; sample data stored in Excel, Access or other relational database/data management tools; imagery held in tif, gif, jpg or other raster formats – this include historic imagery; CAD files (dwg, etc) containing feature data; site maps, kmz files, links to online data sources, and metadata. If possible, provide Esri map package files containing associated data layers and layouts of maps included in reports.

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**To:** Coltrain, Katrina [coltrain.katrina@epa.gov]  
**Subject:** RE: TO 128 Wilcox

I know in the past we received CD's from them and we have the external drives. I'll ask Tim if they provide CD's.

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I have an external CD drive that the EPA gave me...kind of cumbersome but works.

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**Sent:** 3/30/2020 5:52:15 PM  
**To:** jschwartz\_eaest.com [jschwartz@eaest.com]; Coltrain, Katrina [coltrain.katrina@epa.gov]; Truhe, John (ATSDR/DCHI/CB) [kta3@cdc.gov]; hzd3@cdc.gov; Young, Patrick (ATSDR/DCHI/CB) [pay9@cdc.gov]; Robinson, Robert E. (ATSDR/DCHI/OD) [fxc6@cdc.gov]; Louis, Egide (ATSDR/DCHI/CB) [pjy0@cdc.gov]  
**CC:** Pyon, James (ATSDR/DCHI/SSB) [qae1@cdc.gov]  
**Subject:** RE: RE: Follow up to our last call about Wilcox Oil  
**Attachments:** tblExceedanceStructure.xlsx



tblExceedanceSt...

All – the attached excel file may be helpful in explaining the structure of the GIS table fields so I am sending out in advance of the meeting.

Talk to you soon.

Pat

-----Original Appointment-----

**From:** Appel, Patrick  
**Sent:** Thursday, March 26, 2020 2:32 PM  
**To:** Appel, Patrick; Schwartz, John; Katrina Coltrain; Truhe, John (ATSDR/DCHI/CB); hzd3@cdc.gov; Young, Patrick (ATSDR/DCHI/CB); Robinson, Robert E. (ATSDR/DCHI/OD); Louis, Egide (ATSDR/DCHI/CB)  
**Cc:** Pyon, James (ATSDR/DCHI/SSB)  
**Subject:** RE: Follow up to our last call about Wilcox Oil  
**When:** Monday, March 30, 2020 2:00 PM-2:30 PM (UTC-06:00) Central Time (US & Canada).  
**Where:** conference call

Call to discuss GIS. Please let me know if this time is not acceptable.

The call in information is as follows:

**Ex. 4 CBI**

Thanks

Pat

-----  
**From:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Sent:** Thursday, March 26, 2020 9:36 AM  
**To:** Truhe, John (ATSDR/DCHI/CB); Appel, Patrick  
**Cc:** hzd3@cdc.gov; Young, Patrick (ATSDR/DCHI/CB); Robinson, Robert E. (ATSDR/DCHI/OD); Louis, Egide (ATSDR/DCHI/CB)  
**Subject:** RE: Follow up to our last call about Wilcox Oil

Pat, please set up a 30min conference call with the GIS database manager.

Thanks

Anytime Friday

Monday afternoon

Tuesday afternoon

Wed through Friday anytime

Katrina Higgins-Coltrain

Remedial Project Manager

U.S. Environmental Protection Agency, Region 6

Remedial Branch (SEDRL)

1201 Elm Street, Suite 500

Dallas, Texas 75270-2102

214-665-8143

**From:** Truhe, John (ATSDR/DCHI/CB) <[hta3@cdc.gov](mailto:hta3@cdc.gov)>

**Sent:** Thursday, March 26, 2020 7:57 AM

**To:** Coltrain, Katrina <[coltrain.katrina@epa.gov](mailto:coltrain.katrina@epa.gov)>

**Cc:** [hzd3@cdc.gov](mailto:hzd3@cdc.gov); Young, Patrick (ATSDR/DCHI/CB) <[pay9@cdc.gov](mailto:pay9@cdc.gov)>; Robinson, Robert E. (ATSDR/DCHI/OD) <[fxc6@cdc.gov](mailto:fxc6@cdc.gov)>; Louis, Egide (ATSDR/DCHI/CB) <[pjy0@cdc.gov](mailto:pjy0@cdc.gov)>

**Subject:** Follow up to our last call about Wilcox Oil

Hi Katrina,

I wanted to say thank you for getting that GIS file to me, it is very helpful. My colleague James Durant and I still have some additional questions about the data and were wondering if you could put us in contact with the data manager that handled the data for you? It would be very helpful for us to have a call with the data manager to clear up a few things to help us in our analysis of the data.

Thank you,

John Truhe, MPH

Environmental Health Scientist

Agency for Toxic Substances and Disease Registry

Division of Community Health Investigations

Central Branch

770.488.7274

Message

---

**From:** Todd Downham [Todd.Downham@deq.ok.gov]  
**Sent:** 12/14/2020 9:21:20 PM  
**To:** pappel@eaest.com; Coltrain, Katrina [coltrain.katrina@epa.gov]  
**CC:** Turner, Philip [Turner.Philip@epa.gov]  
**Subject:** Re: Wilcox Data Gap TM Rev 01

Hi all. Sorry for the late response. No additional comments right now.

Thanks

***Todd Downham***

Environmental Programs Specialist  
Department of Environmental Quality  
Site Remediation Section  
Land Protection Division  
(405) 702-5136  
[todd.downham@deq.ok.gov](mailto:todd.downham@deq.ok.gov)

---

**From:** Appel, Patrick <pappel@eaest.com>  
**Sent:** Monday, December 14, 2020 9:13 AM  
**To:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Cc:** Turner, Philip <Turner.Philip@epa.gov>; Todd Downham <Todd.Downham@deq.ok.gov>  
**Subject:** [EXTERNAL] RE: Wilcox Data Gap TM Rev 01

Sounds like a plan.

Thanks  
Pat

---

**From:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Sent:** Monday, December 14, 2020 6:40 AM  
**To:** Appel, Patrick <pappel@eaest.com>  
**Cc:** Turner, Philip <Turner.Philip@epa.gov>; todd.downham@deq.ok.gov  
**Subject:** RE: Wilcox Data Gap TM Rev 01

Pat, at this point I would mov forward as if they have no comments. Complete the FS so that we can review it. If at that time there are additional comments, we will address them then.

thanks

Katrina Higgins-Coltrain  
Remedial Project Manager



U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102  
214-665-8143

---

**From:** Appel, Patrick <[pappel@eaest.com](mailto:pappel@eaest.com)>  
**Sent:** Friday, December 11, 2020 7:41 AM  
**To:** Coltrain, Katrina <[coltrain.katrina@epa.gov](mailto:coltrain.katrina@epa.gov)>  
**Subject:** RE: Wilcox Data Gap TM Rev 01

Hi Katrina – the FS is not ready to submit today. I will let you know later today what day next week it will be submitted. The Data Gap TM has been revised since Monday with the exception of Todd's or Phil's comments. Should we assume they don't have any?

Regards,

Pat

---

**From:** Coltrain, Katrina <[coltrain.katrina@epa.gov](mailto:coltrain.katrina@epa.gov)>  
**Sent:** Tuesday, December 8, 2020 2:46 PM  
**To:** [todd.downham@deg.ok.gov](mailto:todd.downham@deg.ok.gov); Turner, Philip <[Turner.Philip@epa.gov](mailto:Turner.Philip@epa.gov)>  
**Cc:** Appel, Patrick <[pappel@eaest.com](mailto:pappel@eaest.com)>  
**Subject:** RE: Wilcox Data Gap TM Rev 01

Todd and Phil, do you have comments on the Revised Tech Memo?

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102  
214-665-8143

---

**From:** Coltrain, Katrina  
**Sent:** Monday, November 23, 2020 7:53 AM  
**To:** [todd.downham@deg.ok.gov](mailto:todd.downham@deg.ok.gov)  
**Cc:** Patrick Appel ([pappel@eaest.com](mailto:pappel@eaest.com)) <[pappel@eaest.com](mailto:pappel@eaest.com)>  
**Subject:** RE: Wilcox Data Gap TM Rev 01

Todd, we were able to extend the POP to allow the completion of the Data Gap Memo and FS.

Please review the Data Gap and send comment by December 4.

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)

1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102  
214-665-8143

---

**From:** Appel, Patrick <pappel@eaest.com>  
**Sent:** Sunday, November 22, 2020 7:44 PM  
**To:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Cc:** todd.downham@deg.ok.gov  
**Subject:** Wilcox Data Gap TM Rev 01

Hi Katrina – attached is Revision 01 of the August Data Gap Investigation. Hopefully Todd receives it as it is about 25MB. It is also on the SharePoint link below and will be included as an attachment to the FS. Note that Attachment 4 is empty at the moment due to the size of the laboratory reports. I will get them added to the sharepoint as soon as possible.

**Ex. 4 CBI**

Thanks

Patrick Appel  
EA Engineering, Science, and Technology, Inc., PBC  
405 S. Highway 121, Building C, Suite 100  
Lewisville, TX 75067  
972-315-3922 ext 1245  
Direct: 972-459-5038  
Mobile: 817-437-0563  
Fax: 972-315-5181

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Message

---

**From:** Appel, Patrick [pappel@eaest.com]  
**Sent:** 2/19/2020 10:34:24 PM  
**To:** Coltrain, Katrina [coltrain.katrina@epa.gov]; todd.downham@deq.ok.gov  
**CC:** lvega\_eaest.com [lvega@eaest.com]  
**Subject:** Wilcox Oil Remedial Investigation Report, Revision 00

Katrina/Todd – I have placed a copy of the Remedial Investigation Report, Revision 00 on SharePoint site located at:

**Ex. 4 CBI**

It is way to large to send via email even after reducing the file. I have also included a copy of the Scribe database which is Appendix M of the RI report.

Todd – you may need to copy and paste the link into your browser as with the HHRA and SLERA.

Katrina's current user name and password information:

**Ex. 4 CBI**

Let me know if you have questions or issues getting to the document.

Thank you

Patrick Appel

**EA Engineering, Science, and Technology, Inc., PBC**

405 S. Highway 121, Building C, Suite 100

Lewisville, TX 75067

972-315-3922 ext 1245

Direct: 972-459-5038

Mobile: 817-437-0563

Fax: 972-315-5181

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Message

---

**From:** Coltrain, Katrina [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=6C65407B58D44284B50F869DF1274022-COLTRAIN, KATRINA]  
**Sent:** 1/13/2021 8:13:56 PM  
**To:** Appel, Patrick [pappel@eaest.com]; todd.downham@deq.ok.gov  
**CC:** Rice, Kacie [krice@eaest.com]; Turner, Philip [Turner.Philip@epa.gov]  
**Subject:** RE: Wilcox Oil Feasibility Study, Revision 00

Thanks you for the draft.

We will work on our review and providing comments by **February 19, 2021**.

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102  
214-665-8143

---

**From:** Appel, Patrick <pappel@eaest.com>  
**Sent:** Friday, January 8, 2021 5:44 PM  
**To:** Coltrain, Katrina <coltrain.katrina@epa.gov>; todd.downham@deq.ok.gov  
**Cc:** Rice, Kacie <krice@eaest.com>  
**Subject:** Wilcox Oil Feasibility Study, Revision 00

Hi Katrina/Todd – here is a link to the Wilcox Oil Feasibility Study Report, Revision 00.

## Ex. 4 CBI

The Feasibility Study should be under the Feasibility Study folder.

You might need to copy and paste it into your browser if it doesn't work. The username/password information is:

I have also attached the response to comments table should you need it.

## Ex. 4 CBI

Have a good weekend,

Pat  
Patrick Appel  
EA Engineering, Science, and Technology, Inc., PBC  
405 S. Highway 121, Building C, Suite 100  
Lewisville, TX 75067  
972-315-3922 ext 1245  
Direct: 972-459-5038  
Mobile: 817-437-0563  
Fax: 972-315-5181

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Message

---

**From:** Coltrain, Katrina [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=6C65407B58D44284B50F869DF1274022-COLTRAIN, KATRINA]  
**Sent:** 2/16/2021 7:34:26 PM  
**To:** todd.downham@deq.ok.gov; pappel@eaest.com; Turner, Philip [Turner.Philip@epa.gov]  
**Subject:** Re: Wilcox Oil Feasibility Study, Revision 00

All, due to the bad weather and limited power access, let's shoot for getting cmts on Friday, feb26.

Sent from my iPad  
Katrina Higgins-Coltrain  
214-665-8143

Thanks you for the draft.

We will work on our review and providing comments by **February 19, 2021**.

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102  
214-665-8143

---

**From:** Appel, Patrick <pappel@eaest.com>  
**Sent:** Friday, January 8, 2021 5:44 PM  
**To:** Coltrain, Katrina <coltrain.katrina@epa.gov>; todd.downham@deq.ok.gov  
**Cc:** Rice, Kacie <krice@eaest.com>  
**Subject:** Wilcox Oil Feasibility Study, Revision 00

Hi Katrina/Todd – here is a link to the Wilcox Oil Feasibility Study Report, Revision 00.

**Ex. 4 CBI**

The Feasibility Study should be under the Feasibility Study folder.

You might need to copy and paste it into your browser if it doesn't work. The username/password information is:

I have also attached the response to comments table should you need it.

**Ex. 4 CBI**

Have a good weekend,

Pat  
Patrick Appel  
EA Engineering, Science, and Technology, Inc., PBC

405 S. Highway 121, Building C, Suite 100  
Lewisville, TX 75067  
972-315-3922 ext 1245  
Direct: 972-459-5038  
Mobile: 817-437-0563  
Fax: 972-315-5181

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Message

---

**From:** Appel, Patrick [pappel@eaest.com]  
**Sent:** 3/24/2021 12:35:59 PM  
**To:** Coltrain, Katrina [coltrain.katrina@epa.gov]  
**Subject:** RE: Wilcox Oil Feasibility Study, Revision 01  
**Attachments:** Wilcox FS Report\_Rev01\_With TC.docx

Hi Katrina – please see attached track changes version.

Let me know if you have questions.

Pat

---

**From:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Sent:** Wednesday, March 24, 2021 7:20 AM  
**To:** Appel, Patrick <pappel@eaest.com>  
**Subject:** RE: Wilcox Oil Feasibility Study, Revision 01

Pat, Please send the word file.

thanks

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102  
214-665-8143

---

**From:** Appel, Patrick <pappel@eaest.com>  
**Sent:** Monday, March 22, 2021 6:37 PM  
**To:** Coltrain, Katrina <coltrain.katrina@epa.gov>; todd.downham@deg.ok.gov  
**Cc:** Rice, Kacie <krice@eaest.com>; Turner, Philip <Turner.Philip@epa.gov>  
**Subject:** Wilcox Oil Feasibility Study, Revision 01

Hi Katrina/Todd – attached is a copy of the Wilcox Oil Feasibility Study Report, Revision 01 without appendices. The appendices can be downloaded separately from the SharePoint site at the link below. It will be too large to send.

**Ex. 4 CBI**

The revised Feasibility Study is in Feasibility Study/Revision 01 folder.

You might need to copy and paste it into your browser if it doesn't work. The username/password information is:

**Ex. 4 CBI**

I will send a word file with track changes tomorrow.



Have a good week,

Pat

Patrick Appel

**EA Engineering, Science, and Technology, Inc., PBC**

405 S. Highway 121, Building C, Suite 100

Lewisville, TX 75067

972-315-3922 ext 1245

Direct: 972-459-5038

Mobile: 817-437-0563

Fax: 972-315-5181

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Message

---

**From:** Appel, Patrick [pappel@eaest.com]  
**Sent:** 3/26/2021 2:03:19 PM  
**To:** Coltrain, Katrina [coltrain.katrina@epa.gov]  
**Subject:** RE: Wilcox Oil Feasibility Study, Revision 01  
**Attachments:** Wilcox FS Report\_Rev01\_Clean.docx

Hi Katrina – please see attached.

Pat

---

**From:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Sent:** Friday, March 26, 2021 8:53 AM  
**To:** Appel, Patrick <pappel@eaest.com>  
**Subject:** RE: Wilcox Oil Feasibility Study, Revision 01

Pat, please send the clean word version of the FS text.

thanks

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102  
214-665-8143

---

**From:** Appel, Patrick <pappel@eaest.com>  
**Sent:** Wednesday, March 24, 2021 7:36 AM  
**To:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Subject:** RE: Wilcox Oil Feasibility Study, Revision 01

Hi Katrina – please see attached track changes version.

Let me know if you have questions.

Pat

---

**From:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Sent:** Wednesday, March 24, 2021 7:20 AM  
**To:** Appel, Patrick <pappel@eaest.com>  
**Subject:** RE: Wilcox Oil Feasibility Study, Revision 01

Pat, Please send the word file.

thanks

Katrina Higgins-Coltrain

Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102  
214-665-8143

---

**From:** Appel, Patrick <pappel@eaest.com>  
**Sent:** Monday, March 22, 2021 6:37 PM  
**To:** Coltrain, Katrina <coltrain.katrina@epa.gov>; todd.downham@deq.ok.gov  
**Cc:** Rice, Kacie <krice@eaest.com>; Turner, Philip <Turner.Philip@epa.gov>  
**Subject:** Wilcox Oil Feasibility Study, Revision 01

Hi Katrina/Todd – attached is a copy of the Wilcox Oil Feasibility Study Report, Revision 01 without appendices. The appendices can be downloaded separately from the SharePoint site at the link below. It will be too large to send.

#### **Ex. 4 CBI**

The revised Feasibility Study is in Feasibility Study/Revision 01 folder.

You might need to copy and paste it into your browser if it doesn't work. The username/password information is:

#### **Ex. 4 CBI**

I will send a word file with track changes tomorrow.  
Have a good week,

Pat  
Patrick Appel  
EA Engineering, Science, and Technology, Inc., PBC  
405 S. Highway 121, Building C, Suite 100  
Lewisville, TX 75067  
972-315-3922 ext 1245  
Direct: 972-459-5038  
Mobile: 817-437-0563  
Fax: 972-315-5181

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Message

---

**From:** Coltrain, Katrina [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=6C65407B58D44284B50F869DF1274022-COLTRAIN, KATRINA]  
**Sent:** 4/7/2021 11:53:33 AM  
**To:** Todd Downham [todd.downham@deq.ok.gov]  
**Subject:** RE: Wilcox Oil Feasibility Study, Revision 01

Todd, do you have any additional comments?

thanks

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102  
214-665-8143

---

**From:** Coltrain, Katrina  
**Sent:** Tuesday, March 30, 2021 6:55 AM  
**To:** Appel, Patrick <pappel@eaest.com>; todd.downham@deq.ok.gov  
**Cc:** Rice, Kacie <krice@eaest.com>; Turner, Philip <Turner.Philip@epa.gov>  
**Subject:** RE: Wilcox Oil Feasibility Study, Revision 01

Todd/Phil, please send any additional comments by Friday.

Phil, Please take a look at the revised HH portion of the text.

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102  
214-665-8143

---

**From:** Appel, Patrick <pappel@eaest.com>  
**Sent:** Monday, March 22, 2021 6:37 PM  
**To:** Coltrain, Katrina <coltrain.katrina@epa.gov>; todd.downham@deq.ok.gov  
**Cc:** Rice, Kacie <krice@eaest.com>; Turner, Philip <Turner.Philip@epa.gov>  
**Subject:** Wilcox Oil Feasibility Study, Revision 01

Hi Katrina/Todd – attached is a copy of the Wilcox Oil Feasibility Study Report, Revision 01 without appendices. The appendices can be downloaded separately from the SharePoint site at the link below. It will be too large to send.

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The revised Feasibility Study is in Feasibility Study/Revision 01 folder.

You might need to copy and paste it into your browser if it doesn't work. The username/password information is:

**Ex. 4 CBI**

I will send a word file with track changes tomorrow.

Have a good week,

Pat

Patrick Appel

**EA Engineering, Science, and Technology, Inc., PBC**

405 S. Highway 121, Building C, Suite 100

Lewisville, TX 75067

972-315-3922 ext 1245

Direct: 972-459-5038

Mobile: 817-437-0563

Fax: 972-315-5181

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Message

---

**From:** Appel, Patrick [pappel@eaest.com]  
**Sent:** 3/22/2021 11:37:15 PM  
**To:** Coltrain, Katrina [coltrain.katrina@epa.gov]; todd.downham@deq.ok.gov  
**CC:** Rice, Kacie [krice@eaest.com]; Turner, Philip [Turner.Philip@epa.gov]  
**Subject:** Wilcox Oil Feasibility Study, Revision 01  
**Attachments:** Wilcox FS Report\_Rev01.pdf

Hi Katrina/Todd – attached is a copy of the Wilcox Oil Feasibility Study Report, Revision 01 without appendices. The appendices can be downloaded separately from the SharePoint site at the link below. It will be too large to send.

**Ex. 4 CBI**

The revised Feasibility Study is in Feasibility Study/Revision 01 folder.

You might need to copy and paste it into your browser if it doesn't work. The username/password information is:

**Ex. 4 CBI**

I will send a word file with track changes tomorrow.

Have a good week,

Pat

Patrick Appel

EA Engineering, Science, and Technology, Inc., PBC

405 S. Highway 121, Building C, Suite 100

Lewisville, TX 75067

972-315-3922 ext 1245

Direct: 972-459-5038

Mobile: 817-437-0563

Fax: 972-315-5181

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## Appointment

---

**From:** Coltrain, Katrina [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=6C65407B58D44284B50F869DF1274022-COLTRAIN, KATRINA]  
**Sent:** 5/7/2020 12:58:10 PM  
**To:** Wilson, Karl [Wilson.Karl@epa.gov]  
**CC:** Benton, Marvin [Benton.Marvin@epa.gov]; McKinney, Jason [McKinney.Jason@epa.gov]; Nixon, Lance [Nixon.Lance@epa.gov]; Johnson, WilliamG2 (Billy) [Johnson.WilliamG2@epa.gov]; Todd Downham [todd.downham@deq.ok.gov]; amy brittain [amy.brittain@deq.ok.gov]; Truhe, John (ATSDR/DCHI/CB) [kta3@cdc.gov]; Fisher, Jonathan C [jonathan\_fisher@fws.gov]; Louis, Egide (ATSDR/DCHI/CB) [pjy0@cdc.gov]; Young, Patrick (ATSDR/DCHI/CB) [pay9@cdc.gov]; Robinson, Robert E. (ATSDR/DCHI/OD) [fx6@cdc.gov]; Shattuck, Sarah A [Sarah.Shattuck@sol.doi.gov]

**Subject:** Canceled: Wilcox FS Screening, PRG, and RAOs  
**Location:** R6-ConfRm-3F-NW3880 (20 sets)

**Start:** 5/27/2020 7:00:00 PM  
**End:** 5/27/2020 9:00:00 PM  
**Show Time As:** Free

**Importance:** High

**Required Attendees:** Meyer, John; Howard, Amber; Atkins, Blake  
**Optional Attendees:** Rhotenberry, William; Stankosky, Laura; Turner, Philip; Hebert, Michael

All, this is a meeting to discuss the FS screening for Wilcox Oil Company, as well as the proposed PRGs and RAOs.

The technical memo and any discussion slides will be provided prior to the meeting.

---

### Join Skype Meeting

Trouble Joining? [Try Skype Web App](#)

### Join by phone

Toll number: **Ex. 4 CBI** (Dial-in Number) English (United States)

[Find a local number](#)

Conference ID: **Ex. 4 CBI**

[Forgot your dial-in PIN?](#) | [Help](#)

---

Message

---

**From:** Appel, Patrick [pappel@eaest.com]  
**Sent:** 6/10/2020 8:27:38 PM  
**To:** Coltrain, Katrina [coltrain.katrina@epa.gov]  
**Subject:** RE: HHRA version 3 and ERA version 2

They are located here on the SharePoint

HHRA Revision 03

**Ex. 4 CBI**

SLERA Revision 01

**Ex. 4 CBI**

---

**From:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Sent:** Wednesday, June 10, 2020 3:18 PM  
**To:** Appel, Patrick <pappel@eaest.com>  
**Subject:** HHRA version 3 and ERA version 2

Pat will you please place these on the ftp page as well. I will be sending the link for the RI to the other reviewers and the documents may be too large to email.

Thanks

Here is the information I will be sending from your RI Report email.

**Ex. 4 CBI**

You might need to copy and paste it into your browser if it doesn't work. The username/password

**Ex. 4 CBI**

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102



214-665-8143

Message

---

**From:** Todd Downham [Todd.Downham@deq.ok.gov]  
**Sent:** 6/11/2020 1:37:59 PM  
**To:** Coltrain, Katrina [coltrain.katrina@epa.gov]  
**Subject:** Re: draft FS Scoping Memorandum ad revised RI report

Thanks Katrina. I will get comments back to you after our review.  
Have a good day

***Todd Downham***

Environmental Programs Specialist  
Department of Environmental Quality  
Site Remediation Section  
Land Protection Division  
(405) 702-5136  
[todd.downham@deq.ok.gov](mailto:todd.downham@deq.ok.gov)

---

**From:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Sent:** Wednesday, June 10, 2020 4:25 PM  
**To:** Todd Downham <Todd.Downham@deq.ok.gov>; Jonathan Fisher - fws.gov <jonathan\_fisher@fws.gov>; Jeremy Fincher - sacandfoxnation-nsn.gov <jeremy.finch@foxnation-nsn.gov>; jwilliams@mcn-nsn.gov <jwilliams@mcn-nsn.gov>; Jason White - cherokee.org <Jason-White@cherokee.org>; Chelsea Jones <chelsea-jones@cherokee.org>  
**Cc:** Amy Brittain <Amy.Brittain@deq.ok.gov>; Atkins, Blake <Atkins.Blake@epa.gov>; Turner, Philip <Turner.Philip@epa.gov>; pappel@eaest.com <pappel@eaest.com>; Barry Forsythe <barry\_forsythe@fws.gov>  
**Subject:** [EXTERNAL] draft FS Scoping Memorandum ad revised RI report

All, please find attached the draft FS Scoping memorandum that includes the proposed approach for completing the FS, including the remedial action objectives and the proposed remediation goals. Please review and send any comments or thoughts by **June 29, 2020**.

It should be noted that the FS/RAOs focus is on all media, except ground water. The monitoring well located on the Wilcox Process area has concentrations of contaminants above the maximum contaminant levels (MCLs). Additional information on ground water is needed prior to identifying appropriate RAOs or PRGs. Decisions related to ground water will be assessed at a future date after additional information is collected which may include the installation of additional wells, the collection of ground water samples, the collection of yield and flow data, the collection of data to support either active treatment or monitored natural attenuation or any other information or data necessary to assess ground water. This information will be used to assess the ground water conditions and fill data gaps such that a full evaluation of potential technologies can be completed.

Supporting information:  
Draft final Ecological Risk, revision 1 (1/2020)

# Ex. 4 CBI

Draft Final HHRA, revision 3 (5-2020) (chapter 5 is added to the document, which is the FS Scoping memo attachment 2):

## Ex. 4 CBI

Revised draft RI (6-2020): send any additional comments by July 3, 2020.

## Ex. 4 CBI

You might need to copy and paste it into your browser if it doesn't work. The username/password information is:

## Ex. 4 CBI

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102  
214-665-8143

Message

---

**From:** Coltrain, Katrina [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=6C65407B58D44284B50F869DF1274022-COLTRAIN, KATRINA]  
**Sent:** 6/29/2020 2:39:16 PM  
**To:** Todd Downham [todd.downham@deq.ok.gov]; Fisher, Jonathan C [jonathan\_fisher@fws.gov]; Jeremy Fincher [jeremy.finch@saandfoxnation-nsn.gov]; jwilliams@mcn-nsn.gov; Jason White [jason-white@cherokee.org]; Chelsea Jones [chelsea-jones@cherokee.org]  
**CC:** amy brittain [amy.brittain@deq.ok.gov]; Atkins, Blake [atkins.blake@epa.gov]; Turner, Philip [Turner.Philip@epa.gov]; Patrick Appel (pappel@eaest.com) [pappel@eaest.com]; Barry Forsythe [barry\_forsythe@fws.gov]  
**Subject:** RE: draft FS Scoping Memorandum ad revised RI report

Hello, does anyone have any comments?

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102  
214-665-8143

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**Sent:** Wednesday, June 10, 2020 4:25 PM  
**To:** Todd Downham <todd.downham@deq.ok.gov>; Fisher, Jonathan C <jonathan\_fisher@fws.gov>; Jeremy Fincher <jeremy.finch@saandfoxnation-nsn.gov>; jwilliams@mcn-nsn.gov; Jason White <jason-white@cherokee.org>; Chelsea Jones <chelsea-jones@cherokee.org>  
**Cc:** amy brittain <amy.brittain@deq.ok.gov>; Atkins, Blake <atkins.blake@epa.gov>; Turner, Philip <Turner.Philip@epa.gov>; 'Patrick Appel (pappel@eaest.com)' <pappel@eaest.com>; Barry Forsythe <barry\_forsythe@fws.gov>  
**Subject:** draft FS Scoping Memorandum ad revised RI report

All, please find attached the draft FS Scoping memorandum that includes the proposed approach for completing the FS, including the remedial action objectives and the proposed remediation goals. Please review and send any comments or thoughts by **June 29, 2020**.

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Supporting information:  
Draft final Ecological Risk, revision 1 (1/2020)

# Ex. 4 CBI

Draft Final HHRA, revision 3 (5-2020) (chapter 5 is added to the document, which is the FS Scoping memo attachment 2):

## Ex. 4 CBI

Revised draft RI (6-2020): send any additional comments by July 3, 2020.

## Ex. 4 CBI

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## Ex. 4 CBI

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102  
214-665-8143

Message

---

**From:** Coltrain, Katrina [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=6C65407B58D44284B50F869DF1274022-COLTRAIN, KATRINA]  
**Sent:** 6/30/2020 6:04:26 PM  
**To:** Todd Downham [todd.downham@deq.ok.gov]; Fisher, Jonathan C [jonathan\_fisher@fws.gov]; Jeremy Fincher [jeremy.finch@saandfoxnation-nsn.gov]; jwilliams@mcn-nsn.gov; Jason White [jason-white@cherokee.org]; Chelsea Jones [chelsea-jones@cherokee.org]  
**CC:** amy brittain [amy.brittain@deq.ok.gov]; Atkins, Blake [atkins.blake@epa.gov]; Turner, Philip [Turner.Philip@epa.gov]; Patrick Appel (pappel@eaest.com) [pappel@eaest.com]; Barry Forsythe [barry\_forsythe@fws.gov]  
**Subject:** RE: draft FS Scoping Memorandum ad revised RI report  
**Attachments:** FS scoping RAOs PRGs soil 6-30-2020.pdf

All, it is noted that my original did not include the technology screening table. Please find a revised memo that includes the technology screening table.

Thank you for your understanding

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102  
214-665-8143

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**From:** Coltrain, Katrina  
**Sent:** Wednesday, June 10, 2020 4:25 PM  
**To:** Todd Downham <todd.downham@deq.ok.gov>; Fisher, Jonathan C <jonathan\_fisher@fws.gov>; Jeremy Fincher <jeremy.finch@saandfoxnation-nsn.gov>; jwilliams@mcn-nsn.gov; Jason White <jason-white@cherokee.org>; Chelsea Jones <chelsea-jones@cherokee.org>  
**Cc:** amy brittain <amy.brittain@deq.ok.gov>; Atkins, Blake <atkins.blake@epa.gov>; Turner, Philip <Turner.Philip@epa.gov>; 'Patrick Appel (pappel@eaest.com)' <pappel@eaest.com>; Barry Forsythe <barry\_forsythe@fws.gov>  
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Supporting information:

Draft final Ecological Risk, revision 1 (1/2020)

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## Ex. 4 CBI

Revised draft RI (6-2020): send any additional comments by July 3, 2020.

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Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102  
214-665-8143

Message

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**From:** Coltrain, Katrina [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=6C65407B58D44284B50F869DF1274022-COLTRAIN, KATRINA]  
**Sent:** 9/14/2020 1:03:25 PM  
**To:** Appel, Patrick [pappel@eaest.com]  
**CC:** lvega\_eaest.com [lvega@eaest.com]  
**Subject:** RE: Additional Revisions based on 2020 field work: Wilcox Oil RI Revision 01

Morning, Those have not been finalized. I will need the revised waste map so that I can present all potential scenarios to management. I have a meeting set with them on Monday (9/21).

I need the revised waste map by Wed (9/16) so I can see how the increase in volume affects the path forward and I can present it on Monday.

A couple of areas we know for sure—ETF and LPA residential, Pb 200 and BaP 1.2. So these areas can be started.

What is the projected date for the GW tech memo?

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102  
214-665-8143

---

**From:** Appel, Patrick <pappel@eaest.com>  
**Sent:** Monday, September 14, 2020 7:37 AM  
**To:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Cc:** lvega\_eaest.com <lvega@eaest.com>  
**Subject:** RE: Additional Revisions based on 2020 field work: Wilcox Oil RI Revision 01

Hi Katrina – we are working on incorporating the revisions as well as the TM. I do have a question for the FS which goes back to the PRGs; last I recall you and Todd were going to discuss where to apply the appropriate PRGs, i.e. what is residential and what is industrial. Has that been finalized?

Thank you  
Pat

---

**From:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Sent:** Friday, September 11, 2020 10:58 AM  
**To:** Appel, Patrick <pappel@eaest.com>  
**Cc:** Vega, Luis <lvega@eaest.com>  
**Subject:** Additional Revisions based on 2020 field work: Wilcox Oil RI Revision 01

Pat, please revise the RI report to incorporate the following (this email and the attached/below emails). We can work through the RI concurrent with the FS and GW tech memo.



#### General Comments:

1. Section 5.3.1 and figure 5-3: text and figure do not match. Either describe the surface and low soil separately or just use the 0-2ft interval as shown on the map.
2. Pg 5-24, Benzene and Ethylbenzene, #2: typo second sentence. Delete second 'is located'.
3. Section 5.9.6: delete latter portion of last sentence starting at "...with the remainder...".

#### Waste Areas

- What was the assumptions used to estimate aerial extent?
- Waste area Map and Table 5.7: Revise the waste area map, associated depth estimates, and volumes, based on the presence of materials noted during field work. Refer to attached email, revised table below, and email attached below. This figure and table should be revised and reviewed prior to including in the final report. As part of the review and recommendation for the FS, I need to know the volume of material so I can compare it and estimate cost associated with it. This will help in the management discussions and the potential remedy decision discussions.
- Update Table 5.7 with the additional data collected during this 2020 field event.
- Include the new laboratory reports in Appendix N with the rest of the reports.
- **Note:** the attached email and suggested revisions to the nature and extent of the waste locations may be further refined based on the additional data collected during the 2020 field event and the . The attached email should be used in conjunction with the new data to develop the revised waste area map and table.

Missing Logs as noted in the attached email.

Attach the GW addendum.

- In section 5.5, refer the reader to the addendum.
- Update the ground water cross-sections if needed based on the additional information collected.
- Provide a figure showing the relationship between the ground water and Sand Creek.

Area	Location	Waste Noted	Volume (CY)	Depth (ft)	Note
NTF	North Tank 70	tar at surface - 8"depth	254	1	waste only noted at location TP11; however, extent includes TP9 and TP10. Reduce aerial extent to locations with noted waste.
NTF	NE Tank 70	Surface Crust	412	1	waste only noted at location TP14 which is not included in the source extent that does include TP12, TP13 and TP15. TP14 should be the only included location which will reduce the volume. Reduce aerial extent to locations with noted waste.
NTF	Tank 70	Surface Crust	207	1	waste only noted at locations TP16 and TP17; however, extent included additional areas. Reduce aerial extent to locations with noted waste.
NTF	Tank 67	Surface Crust	216	1	Additional description of waste type needed.
NTF	Tank 68	Surface Crust	218	1	Additional description of 'waste' type needed.

LDA	south	surface crust/oily sand	2636	4	If the description is surface crust, then the justification for 4ft depth is needed.
LPA	Tank 42	Surface crust/oil stain	1879	3	Samples in the area exceed risk for lead. Waste noted only at TP6, TP7, LPA-WC-01, and TP1. Reduce aerial extent to locations with noted waste.
LPA	Tank 39	surface crust-6"	766	4	Justification is needed for the 4ft depth other than odor.
LPA	Tanks 51-53	sheens/GW/ black staining/surface crust	1341	3	Samples in the area exceed Bapryrene risk: SB-2 and SB-8. Not all included locations noted waste presence. Reduce aerial extent to locations with noted waste.
ETF	Tanks 14-17	staining	327	2	Additional description of waste needed. SB and other TP do not indicate the presence of waste and the results are<risk, except for one lead location.
ETF	Tank 9	stained/oily sand 2ft	1880	2	Area includes locations that do not note the presence of waste. Reduce aerial extent to locations with noted waste.
ETF	Tank 8	tar at one location, odor at another, and slag at another	703	1	Reduce aerial extent to locations with noted waste.
ETF	North of Pit	surface crust, 6"	779	2	Reduce aerial extent to locations with noted waste.. Justification for the 2ft depth needed.
ETF	Pump House	No waste noted/pipe present			area and volume unknown. Summed with area North of the Pit in Table 5-7. Justification is removal of the pipe?
ETF	Tank 7	black staining at 2ft			TP-37 is missing from the figure but is included on Table 5-7. Reduce aerial extent to locations with noted waste.

Katrina Higgins-Coltrain  
 Remedial Project Manager  
 U.S. Environmental Protection Agency, Region 6  
 Remedial Branch (SEDRL)  
 1201 Elm Street, Suite 500  
 Dallas, Texas 75270-2102

214-665-8143

---

**From:** Coltrain, Katrina  
**Sent:** Wednesday, July 8, 2020 3:32 PM  
**To:** Appel, Patrick <pappel@eaest.com>  
**Subject:** RE: Wilcox Oil RI Revision 01

Pat here are some noted edits for the RI Report. I think we need to talk about the ground water and waste. I am still reviewing maps and such so there may be a few more comments.

HQ lead delineation was 2017—pg 23 of pdf

Table 2-1: this only shows background being analyzed for dioxin/furan. A portion of the soils samples were supposed to be analyzed for these. Pg 27 pdf

Pg 30 pdf--2.2.1.6 totals are not consistent with text on pg 23pdf section 2.2 last paragraph before field event descriptions. should be 3 ambient air ---change text to 3 not 4

Pg 31pdf 2.2.1.7: paragraph 3—sentence 2—these were used for nature and extent discussion in ri.

Ground water section

Pg 5-17, pdf 67: The following statement is made and is incorrect. As indicated on Table 5-4, acetone and bromomethane were the most widely distributed VOCs detected in groundwater samples collected during the RI that exceeded SL criteria. These two were associated with blank contamination (see Data summary appendix)

Pg 5-17: the text description of widespread SVOCs only includes 2 wells. How is this widespread?

Figure 5-24 is included twice.

Waste areas:

Table 3.1 indicates whether waste was encountered or not, but these description and locations do not co-locate with the RI source areas defined in Figures 35, 36, 37. In addition, the test pit table (Table 5-7) needs a title.

The waste material as described in Table 3.1 needs to mapped in some manner or included in the test pit RI source sections, or some other way. For example, free product (black liquid) was identified at LPA-SB-08 and visible product was identified at LPA-SB-13. There was also an indication of product in MW-03, which is just downgradient of the former MW-10. These significant notes of waste/product are not captured clearly.

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102  
214-665-8143

---

**From:** Appel, Patrick <pappel@eaest.com>  
**Sent:** Friday, June 5, 2020 7:34 PM

**To:** Coltrain, Katrina <coltrain.katrina@epa.gov>

**Cc:** todd.downham@deg.ok.gov

**Subject:** Wilcox Oil RI Revision 01

Hi Katrina/Todd – here is a link to the Wilcox Oil Remedial Investigation, Report Revision 01.

## Ex. 4 CBI

You might need to copy and paste it into your browser if it doesn't work. The username/password information is:

I have also attached the response to comments table should you need it.

## Ex. 4 CBI

Have a good weekend,

Pat

Patrick Appel

**EA Engineering, Science, and Technology, Inc., PBC**

405 S. Highway 121, Building C, Suite 100

Lewisville, TX 75067

972-315-3922 ext 1245

Direct: 972-459-5038

Mobile: 817-437-0563

Fax: 972-315-5181

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Message

---

**From:** Appel, Patrick [pappel@eaest.com]  
**Sent:** 9/15/2019 6:31:32 PM  
**To:** Coltrain, Katrina [coltrain.katrina@epa.gov]; todd.downham@deq.ok.gov  
**CC:** lvega\_eaest.com [lvega@eaest.com]  
**Subject:** Wilcox Oil Draft SLERA Revision 00  
**Attachments:** Wilcox Oil Draft SLERA Revision 00.pdf

Katrina/Todd – attached is the DRAFT SLERA Revision 00 for your review/comment. I have also placed a copy on SharePoint site located at **Ex. 4 CBI** You will find it under the folder titled SLERA.

Katrina's current user name and password information:

**Ex. 4 CBI**

Let me know if you have questions.

Thank you

Patrick Appel  
EA Engineering, Science, and Technology, Inc., PBC  
405 S. Highway 121, Building C, Suite 100  
Lewisville, TX 75067  
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**Sent:** 10/11/2019 4:45:54 PM  
**To:** Appel, Patrick [pappel@eaest.com]  
**Subject:** RE: Wilcox Oil Draft SLERA Revision 00

Please send me the tables in excel.

thanks

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102

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**From:** Appel, Patrick <pappel@eaest.com>  
**Sent:** Sunday, September 15, 2019 1:32 PM  
**To:** Coltrain, Katrina <coltrain.katrina@epa.gov>; todd.downham@deq.ok.gov  
**Cc:** lvega\_eaest.com <lvega@eaest.com>  
**Subject:** Wilcox Oil Draft SLERA Revision 00

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**Ex. 4 CBI**

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Thank you

Patrick Appel  
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405 S. Highway 121, Building C, Suite 100  
Lewisville, TX 75067  
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**Sent:** 1/29/2020 4:26:55 PM  
**To:** todd.downham@deq.ok.gov  
**Subject:** FW: Revised SLERA

Hey Todd, got a failure notice, but you received the link from Pat. Target **February 28, 2020** for comments.

thanks

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102

---

**From:** Coltrain, Katrina  
**Sent:** Wednesday, January 29, 2020 10:22 AM  
**To:** Todd Downham <Todd.Downham@deq.ok.gov>; Turner, Philip <Turner.Philip@epa.gov>; 'Barry Forsythe' <barry\_forsythe@fws.gov>; 'Suzanne Dunn' <suzanne\_dunn@fws.gov>; 'Chelsea Jones' <chelsea-jones@cherokee.org>; Jason-White@cherokee.org; Jeremy.Fincher@sacandfoxnation-nsn.gov; 'Judith Ausmus' <jausmus@mcn-nsn.gov>; 'LeeAnne Wendt' <lwendt@mcn-nsn.gov>; 'jonathan\_fisher@fws.gov' <jonathan\_fisher@fws.gov>; jwilliams@mcn-nsn.gov; Phillip Mee <Phillip.Mee@sacandfoxnation-nsn.gov>  
**Cc:** pappel@eaest.com  
**Subject:** FW: Revised SLERA

Good Day All, please find attached the revised Screening Level Ecological Risk Assessment. Please send any comments by **February 28, 2020**.

As always, call either Todd (405-702-5136) or I with any questions, and thank you for your continued interest.

Have a great week.

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102

---

**From:** Appel, Patrick <pappel@eaest.com>  
**Sent:** Tuesday, January 28, 2020 8:33 PM  
**To:** Coltrain, Katrina <coltrain.katrina@epa.gov>; todd.downham@deq.ok.gov  
**Cc:** lvega\_eaest.com <lvega@eaest.com>  
**Subject:** Revised SLERA

Katrina/Todd – attached is the SLERA Revision 01. I have also placed a copy on SharePoint site located at:

**Ex. 4 CBI**

Todd – you may need to copy and paste the link into your browser as with the HHRA.

Katrina's current user name and password information:

**Ex. 4 CBI**

Let me know if you have questions or issues getting to the document

Thank you

Patrick Appel

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**Sent:** 1/29/2020 4:43:17 PM  
**To:** Todd Downham [Todd.Downham@deq.ok.gov]; Turner, Philip [Turner.Philip@epa.gov]; 'Barry Forsythe' [barry\_forsythe@fws.gov]; Suzanne Dunn [suzanne\_dunn@fws.gov]; Chelsea Jones [chelsea-jones@cherokee.org]; Jason White [Jason-White@cherokee.org]; Jeremy Fincher [Jeremy.Fincher@sacandfoxnation-nsn.gov]; Judith Ausmus [jausmus@mcn-nsn.gov]; LeeAnne Wendt [lwendt@mcn-nsn.gov]; jonathan\_fisher@fws.gov; jwilliams@mcn-nsn.gov; Phillip Mee [Phillip.Mee@sacandfoxnation-nsn.gov]  
**CC:** pappel@eaest.com  
**Subject:** Revised SLERA and request for comment

All, I received delivery failures, so please use the link to download your copy.

thanks

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102

---

**From:** Coltrain, Katrina  
**Sent:** Wednesday, January 29, 2020 10:22 AM  
**To:** Todd Downham <Todd.Downham@deq.ok.gov>; Turner, Philip <Turner.Philip@epa.gov>; 'Barry Forsythe' <barry\_forsythe@fws.gov>; 'Suzanne Dunn' <suzanne\_dunn@fws.gov>; 'Chelsea Jones' <chelsea-jones@cherokee.org>; Jason-White@cherokee.org; Jeremy.Fincher@sacandfoxnation-nsn.gov; 'Judith Ausmus' <jausmus@mcn-nsn.gov>; 'LeeAnne Wendt' <lwendt@mcn-nsn.gov>; 'jonathan\_fisher@fws.gov' <jonathan\_fisher@fws.gov>; jwilliams@mcn-nsn.gov; Phillip Mee <Phillip.Mee@sacandfoxnation-nsn.gov>  
**Cc:** pappel@eaest.com  
**Subject:** FW: Revised SLERA

Good Day All, please find attached the revised Screening Level Ecological Risk Assessment. Please send any comments by **February 28, 2020**.

As always, call either Todd (405-702-5136) or I with any questions, and thank you for your continued interest.

Have a great week.

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102

---

**From:** Appel, Patrick <pappel@eaest.com>  
**Sent:** Tuesday, January 28, 2020 8:33 PM  
**To:** Coltrain, Katrina <coltrain.katrina@epa.gov>; todd.downham@deq.ok.gov

Cc: lvega\_eaest.com <lvega@eaest.com>

Subject: Revised SLERA

Katrina/Todd – attached is the SLERA Revision 01. I have also placed a copy on SharePoint site located at:

**Ex. 4 CBI**

Todd – you may need to copy and paste the link into your browser as with the HHRA.

Katrina's current user name and password information:

**Ex. 4 CBI**

Let me know if you have questions or issues getting to the document

Thank you

Patrick Appel

**EA Engineering, Science, and Technology, Inc., PBC**

405 S. Highway 121, Building C, Suite 100

Lewisville, TX 75067

972-315-3922 ext 1245

Direct: 972-459-5038

Mobile: 817-437-0563

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Fax: 972-315-5181

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Message

---

**From:** Todd Downham [Todd.Downham@deq.ok.gov]  
**Sent:** 1/29/2020 10:33:52 PM  
**To:** Coltrain, Katrina [coltrain.katrina@epa.gov]  
**Subject:** RE: Revised SLERA

Thank you!  
-Todd

---

**From:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Sent:** Wednesday, January 29, 2020 10:27 AM  
**To:** Todd Downham <Todd.Downham@deq.ok.gov>  
**Subject:** [External] FW: Revised SLERA

Hey Todd, got a failure notice, but you received the link from Pat. Target **February 28, 2020** for comments.

thanks

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102

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**From:** Coltrain, Katrina  
**Sent:** Wednesday, January 29, 2020 10:22 AM  
**To:** Todd Downham <Todd.Downham@deq.ok.gov>; Turner, Philip <Turner.Philip@epa.gov>; 'Barry Forsythe' <barry\_forsythe@fws.gov>; 'Suzanne Dunn' <suzanne\_dunn@fws.gov>; 'Chelsea Jones' <chelsea-jones@cherokee.org>; Jason-White@cherokee.org; Jeremy.Fincher@sacandfoxnation-nsn.gov; 'Judith Ausmus' <jausmus@mcn-nsn.gov>; 'LeeAnne Wendt' <lwendt@mcn-nsn.gov>; 'Jonathan\_fisher@fws.gov' <jonathan\_fisher@fws.gov>; jwilliams@mcn-nsn.gov; Phillip Mee <Phillip.Mee@sacandfoxnation-nsn.gov>  
**Cc:** [pappel@eaest.com](mailto:pappel@eaest.com)  
**Subject:** FW: Revised SLERA

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**From:** Appel, Patrick <pappel@eaest.com>  
**Sent:** Tuesday, January 28, 2020 8:33 PM  
**To:** Coltrain, Katrina <coltrain.katrina@epa.gov>; todd.downham@deq.ok.gov  
**Cc:** lvega\_eaest.com <lvega@eaest.com>  
**Subject:** Revised SLERA

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**Ex. 4 CBI**

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Message

---

**From:** Coltrain, Katrina [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=6C65407B58D44284B50F869DF1274022-COLTRAIN, KATRINA]  
**Sent:** 2/19/2020 5:32:40 PM  
**To:** Forsythe, Barry [Barry\_Forsythe@fws.gov]  
**CC:** pappel@eaest.com  
**Subject:** Re: REMINDER: Revised SLERA

Thanks Barry.

Sent from my iPad  
Katrina Higgins-Coltrain  
214-665-8143

On Feb 19, 2020, at 10:40 AM, Forsythe, Barry <Barry\_Forsythe@fws.gov> wrote:

Katrina,

After reviewing the revised SLERA, I feel my concerns have been adequately addressed. I have no further comments.

Barry

---

**From:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Sent:** Tuesday, February 18, 2020 6:57 AM  
**To:** todd.downham@deq.ok.gov <todd.downham@deq.ok.gov>; Turner, Philip <Turner.Philip@epa.gov>; Forsythe, Barry <Barry\_Forsythe@fws.gov>; Dunn, Suzanne <suzanne\_dunn@fws.gov>; Chelsea Jones <chelsea-jones@cherokee.org>; Jason-White@cherokee.org <Jason-White@cherokee.org>; Jeremy.Fincher@sacandfoxnation-nsn.gov <Jeremy.Fincher@sacandfoxnation-nsn.gov>; Judith Ausmus <jausmus@mcn-nsn.gov>; LeeAnne Wendt <lwendt@mcn-nsn.gov>; Fisher, Jonathan C <jonathan\_fisher@fws.gov>; jwilliams@mcn-nsn.gov <jwilliams@mcn-nsn.gov>; Phillip Mee <Phillip.Mee@sacandfoxnation-nsn.gov>  
**Cc:** pappel@eaest.com <pappel@eaest.com>  
**Subject:** [EXTERNAL] REMINDER: Revised SLERA

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
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**From:** Coltrain, Katrina  
**Sent:** Wednesday, January 29, 2020 10:22 AM  
**To:** Todd Downham <Todd.Downham@deq.ok.gov>; Turner, Philip <Turner.Philip@epa.gov>; 'Barry Forsythe' <barry\_forsythe@fws.gov>; 'Suzanne Dunn' <suzanne\_dunn@fws.gov>; 'Chelsea Jones'

<chelsea-jones@cherokee.org>; Jason-White@cherokee.org; Jeremy.Fincher@sacandfoxnation-nsn.gov; 'Judith Ausmus' <jausmus@mcn-nsn.gov>; 'LeeAnne Wendt' <lwendt@mcn-nsn.gov>; 'jonathan\_fisher@fws.gov' <jonathan\_fisher@fws.gov>; jwilliams@mcn-nsn.gov; Phillip Mee <Phillip.Mee@sacandfoxnation-nsn.gov>

**Cc:** [pappel@eaest.com](mailto:pappel@eaest.com)

**Subject:** FW: Revised SLERA

Good Day All, please find attached the revised Screening Level Ecological Risk Assessment. Please send any comments by **February 28, 2020**.

As always, call either Todd (405-702-5136) or I with any questions, and thank you for your continued interest.

Have a great week.

Katrina Higgins-Coltrain  
Remedial Project Manager  
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1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102

---

**From:** Appel, Patrick <[pappel@eaest.com](mailto:pappel@eaest.com)>

**Sent:** Tuesday, January 28, 2020 8:33 PM

**To:** Coltrain, Katrina <[coltrain.katrina@epa.gov](mailto:coltrain.katrina@epa.gov)>; [todd.downham@deq.ok.gov](mailto:todd.downham@deq.ok.gov)

**Cc:** [lvega\\_eaest.com](mailto:lvega_eaest.com) <[lvega@eaest.com](mailto:lvega@eaest.com)>

**Subject:** Revised SLERA

Katrina/Todd – attached is the SLERA Revision 01. I have also placed a copy on SharePoint site located

**Ex. 4 CBI**

Todd – you may need to copy and paste the link into your browser as with the HHRA.

Katrina's current user name and password information:

**Ex. 4 CBI**

Let me know if you have questions or issues getting to the document

Thank you

Patrick Appel  
EA Engineering, Science, and Technology, Inc., PBC  
405 S. Highway 121, Building C, Suite 100  
Lewisville, TX 75067  
972-315-3922 ext 1245  
Direct: 972-459-5038  
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Message

---

**From:** Turner, Philip [Turner.Philip@epa.gov]  
**Sent:** 3/3/2020 2:12:48 PM  
**To:** Coltrain, Katrina [coltrain.katrina@epa.gov]  
**Subject:** RE: REMINDER: Revised SLERA

I'm running late, but trying to get it done. Getting killed with FOIAs and about 10 other sites.

---

**From:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Sent:** Tuesday, March 3, 2020 7:26 AM  
**To:** todd.downham@deq.ok.gov; Turner, Philip <Turner.Philip@epa.gov>  
**Cc:** pappel@eaest.com  
**Subject:** RE: REMINDER: Revised SLERA

Hey Todd/Phil, did DEQ have any additional comments on the revision?

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102  
214-665-8143

---

**From:** Coltrain, Katrina  
**Sent:** Tuesday, February 18, 2020 6:58 AM  
**To:** Todd Downham <Todd.Downham@deq.ok.gov>; Turner, Philip <Turner.Philip@epa.gov>; 'Barry Forsythe' <barry\_forsythe@fws.gov>; Suzanne Dunn <suzanne\_dunn@fws.gov>; Chelsea Jones <chelsea-jones@cherokee.org>; Jason White <Jason-White@cherokee.org>; Jeremy Fincher <Jeremy.Fincher@sacandfoxnation-nsn.gov>; Judith Ausmus <jausmus@mcn-nsn.gov>; LeeAnne Wendt <lwendt@mcn-nsn.gov>; jonathan\_fisher@fws.gov; jwilliams@mcn-nsn.gov; Phillip Mee <Phillip.Mee@sacandfoxnation-nsn.gov>  
**Cc:** pappel@eaest.com  
**Subject:** REMINDER: Revised SLERA

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
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1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102

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**Sent:** Wednesday, January 29, 2020 10:22 AM  
**To:** Todd Downham <Todd.Downham@deq.ok.gov>; Turner, Philip <Turner.Philip@epa.gov>; 'Barry Forsythe' <barry\_forsythe@fws.gov>; 'Suzanne Dunn' <suzanne\_dunn@fws.gov>; 'Chelsea Jones' <chelsea-jones@cherokee.org>; Jason-White@cherokee.org; Jeremy.Fincher@sacandfoxnation-nsn.gov; 'Judith Ausmus' <jausmus@mcn-nsn.gov>;



'LeeAnne Wendt' <[lwendt@mcn-nsn.gov](mailto:lwendt@mcn-nsn.gov)>; 'Jonathan\_fisher@fws.gov' <[jonathan\\_fisher@fws.gov](mailto:jonathan_fisher@fws.gov)>; [jwilliams@mcn-nsn.gov](mailto:jwilliams@mcn-nsn.gov); Phillip Mee <[Phillip.Mee@sacandfoxnation-nsn.gov](mailto:Phillip.Mee@sacandfoxnation-nsn.gov)>

Cc: [pappel@eaest.com](mailto:pappel@eaest.com)

Subject: FW: Revised SLERA

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Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
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1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102

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From: Appel, Patrick <[pappel@eaest.com](mailto:pappel@eaest.com)>

Sent: Tuesday, January 28, 2020 8:33 PM

To: Coltrain, Katrina <[coltrain.katrina@epa.gov](mailto:coltrain.katrina@epa.gov)>; [todd.downham@deq.ok.gov](mailto:todd.downham@deq.ok.gov)

Cc: [lvega\\_eaest.com](mailto:lvega_eaest.com) <[lvega@eaest.com](mailto:lvega@eaest.com)>

Subject: Revised SLERA

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**Ex. 4 CBI**

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Katrina's current user name and password information:

**Ex. 4 CBI**

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Thank you

Patrick Appel  
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Message

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**From:** Appel, Patrick [pappel@eaest.com]  
**Sent:** 1/29/2020 2:33:05 AM  
**To:** Coltrain, Katrina [coltrain.katrina@epa.gov]; todd.downham@deq.ok.gov  
**CC:** lvega\_eaest.com [lvega@eaest.com]  
**Subject:** Revised SLERA  
**Attachments:** Wilcox SLERA rev01\_28Jan2020.pdf

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Message

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**Sent:** 1/22/2020 3:37:02 PM  
**To:** todd.downham@deq.ok.gov; Turner, Philip [Turner.Philip@epa.gov]  
**CC:** lvega\_eaest.com [lvega@eaest.com]; Appel, Patrick [pappel@eaest.com]  
**Subject:** RE: Final Human Health Risk Assessment

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
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**To:** todd.downham@deq.ok.gov; Turner, Philip <Turner.Philip@epa.gov>  
**Cc:** lvega\_eaest.com <lvega@eaest.com>; 'Appel, Patrick' <pappel@eaest.com>  
**Subject:** RE: Final Human Health Risk Assessment

Team, lets complete review with any additional comments by February 14, 2020.

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
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1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102

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**From:** Appel, Patrick <pappel@eaest.com>  
**Sent:** Saturday, January 18, 2020 7:41 AM  
**To:** Coltrain, Katrina <coltrain.katrina@epa.gov>; todd.downham@deq.ok.gov  
**Cc:** lvega\_eaest.com <lvega@eaest.com>  
**Subject:** Final Human Health Risk Assessment

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**Sent:** 1/22/2020 5:47:40 PM  
**To:** todd.downham@deq.ok.gov; Coltrain, Katrina [coltrain.katrina@epa.gov]; Turner, Philip [Turner.Philip@epa.gov]  
**CC:** lvega\_eaest.com [lvega@eaest.com]  
**Subject:** RE: Final Human Health Risk Assessment

Try this link:

**Ex. 4 CBI**

Let me know if you still have trouble.

Pat

---

**From:** Todd Downham <Todd.Downham@deq.ok.gov>  
**Sent:** Wednesday, January 22, 2020 11:44 AM  
**To:** Coltrain, Katrina <coltrain.katrina@epa.gov>; Turner, Philip <Turner.Philip@epa.gov>  
**Cc:** Vega, Luis <lvega@eaest.com>; Appel, Patrick <pappel@eaest.com>  
**Subject:** RE: Final Human Health Risk Assessment

I can't access the document via the link below. I get a "network error" message.  
Is there another option?

Thanks

-Todd

---

**From:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Sent:** Wednesday, January 22, 2020 9:37 AM  
**To:** Todd Downham <Todd.Downham@deq.ok.gov>; Turner, Philip <Turner.Philip@epa.gov>  
**Cc:** lvega\_eaest.com <lvega@eaest.com>; pappel@eaest.com  
**Subject:** [External] RE: Final Human Health Risk Assessment

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**From:** Todd Downham [Todd.Downham@deq.ok.gov]  
**Sent:** 1/22/2020 5:52:01 PM  
**To:** Coltrain, Katrina [coltrain.katrina@epa.gov]; Turner, Philip [Turner.Philip@epa.gov]  
**CC:** lvega\_eaest.com [lvega@eaest.com]; pappel@eaest.com  
**Subject:** RE: Final Human Health Risk Assessment

Got it. Working now. Thanks

---

**From:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Sent:** Wednesday, January 22, 2020 11:48 AM  
**To:** Todd Downham <Todd.Downham@deq.ok.gov>; Turner, Philip <Turner.Philip@epa.gov>  
**Cc:** lvega\_eaest.com <lvega@eaest.com>; pappel@eaest.com  
**Subject:** [External] RE: Final Human Health Risk Assessment

All, when you click the link, it changes to the following.

**Ex. 4 CBI**

remove these words and it should work.

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102

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**From:** Todd Downham <Todd.Downham@deq.ok.gov>  
**Sent:** Wednesday, January 22, 2020 11:44 AM  
**To:** Coltrain, Katrina <coltrain.katrina@epa.gov>; Turner, Philip <Turner.Philip@epa.gov>  
**Cc:** lvega\_eaest.com <lvega@eaest.com>; pappel@eaest.com  
**Subject:** RE: Final Human Health Risk Assessment

I can't access the document via the link below. I get a "network error" message.  
Is there another option?

Thanks

-Todd

---

**From:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Sent:** Wednesday, January 22, 2020 9:37 AM  
**To:** Todd Downham <Todd.Downham@deq.ok.gov>; Turner, Philip <Turner.Philip@epa.gov>  
**Cc:** lvega\_eaest.com <lvega@eaest.com>; pappel@eaest.com  
**Subject:** [External] RE: Final Human Health Risk Assessment

Katrina Higgins-Coltrain  
Remedial Project Manager



U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102

---

**From:** Coltrain, Katrina

**Sent:** Wednesday, January 22, 2020 9:34 AM

**To:** [todd.downham@deg.ok.gov](mailto:todd.downham@deg.ok.gov); Turner, Philip <[Turner.Philip@epa.gov](mailto:Turner.Philip@epa.gov)>

**Cc:** [lvega\\_eaest.com](mailto:lvega_eaest.com) <[lvega@eaest.com](mailto:lvega@eaest.com)>; 'Appel, Patrick' <[pappel@eaest.com](mailto:pappel@eaest.com)>

**Subject:** RE: Final Human Health Risk Assessment

Team, lets complete review with any additional comments by February 14, 2020.

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102

---

**From:** Appel, Patrick <[pappel@eaest.com](mailto:pappel@eaest.com)>

**Sent:** Saturday, January 18, 2020 7:41 AM

**To:** Coltrain, Katrina <[coltrain.katrina@epa.gov](mailto:coltrain.katrina@epa.gov)>; [todd.downham@deg.ok.gov](mailto:todd.downham@deg.ok.gov)

**Cc:** [lvega\\_eaest.com](mailto:lvega_eaest.com) <[lvega@eaest.com](mailto:lvega@eaest.com)>

**Subject:** Final Human Health Risk Assessment

Katrina/Todd – attached is the HHRA Revision 01. I have also placed a copy on SharePoint site located at:

**Ex. 4 CBI**

Katrina's current user name and password information:

**Ex. 4 CBI**

Let me know if you have questions.

Thank you

Patrick Appel  
EA Engineering, Science, and Technology, Inc., PBC  
405 S. Highway 121, Building C, Suite 100  
Lewisville, TX 75067  
972-315-3922 ext 1245  
Direct: 972-459-5038  
Mobile: 817-437-0563  
Fax: 972-315-5181

IMPROVING THE QUALITY OF THE ENVIRONMENT IN WHICH WE LIVE, ONE PROJECT AT A TIME®

Patrick Appel  
EA Engineering, Science, and Technology, Inc., PBC  
405 S. Highway 121, Building C, Suite 100

Lewisville, TX 75067  
972-315-3922 ext 1245  
Direct: 972-459-5038  
Mobile: 817-437-0563  
Fax: 972-315-5181

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Message

---

**From:** Appel, Patrick [pappel@eaest.com]  
**Sent:** 1/18/2020 1:40:57 PM  
**To:** Coltrain, Katrina [coltrain.katrina@epa.gov]; todd.downham@deq.ok.gov  
**CC:** lvega\_eaest.com [lvega@eaest.com]  
**Subject:** Final Human Health Risk Assessment  
**Attachments:** HHRA Wilcox Oil\_Final.pdf

Katrina/Todd – attached is the HHRA Revision 01. I have also placed a copy on SharePoint site located at:

**Ex. 4 CBI**

Katrina's current user name and password information:

User ID = **Ex. 4 CBI**

Password = **Ex. 4 CBI**

Let me know if you have questions.

Thank you

Patrick Appel

**EA Engineering, Science, and Technology, Inc., PBC**

405 S. Highway 121, Building C, Suite 100

Lewisville, TX 75067

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Mobile: 817-437-0563

Fax: 972-315-5181

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Message

---

**From:** Coltrain, Katrina [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=6C65407B58D44284B50F869DF1274022-COLTRAIN, KATRINA]  
**Sent:** 7/18/2018 12:39:19 PM  
**To:** 'Hanley, Jack (ATSDR/DCHI/CB)' [jah8@cdc.gov]  
**CC:** Patrick Appel (pappel@eaest.com) [pappel@eaest.com]  
**Subject:** Wilcox Data  
**Attachments:** WILCOXOIL\_20180509.bac

Jack, here is the database for Wilcox. The attached compressed Scribe file contains the entire database including all of our work and historical EPA work. Here are some instructions:

1. Download and install Scribe at Ex. 4 CBI
2. Save the database file (.bac) it to your computer or network,
3. Open Scribe, go to File, select Restore from backup, find and select the file where you saved it and it should load.

Katrina Higgins-Coltrain  
Remedial Project Manager  
US EPA Region 6  
LA/OK/NM Section (6SF-RL)  
1445 Ross Avenue  
Dallas, Texas 75202  
214-665-8143

---

**From:** Hanley, Jack (ATSDR/DCHI/CB) [mailto:jah8@cdc.gov]  
**Sent:** Tuesday, July 17, 2018 4:45 PM  
**To:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Subject:** RE: Wilcox--Source Control Proposed Plan

Katrina

Thanks for the proposed plan.

I would like to gain access to EPA's raw sampling data along with geolocation data for the Wilcox Oil site.

Can you send either of the following for my data analyst to follow up with to obtain the data?

1. Contact information for an EPA staff or contractor that provide the data.
2. Script subscription information and password for Wilcox Oil site to access the database in Script.

Jack

---

**From:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Sent:** Friday, July 13, 2018 8:17 AM  
**To:** Hanley, Jack (ATSDR/DCHI/CB) <jah8@cdc.gov>  
**Subject:** Wilcox--Source Control Proposed Plan

Jack, Here is the final proposed plan.

Katrina Higgins-Coltrain  
Remedial Project Manager  
US EPA Region 6  
LA/OK/NM Section (6SF-RL)  
1445 Ross Avenue  
Dallas, Texas 75202  
214-665-8143

Message

---

**From:** Coltrain, Katrina [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=6C65407B58D44284B50F869DF1274022-COLTRAIN, KATRINA]  
**Sent:** 5/20/2021 7:06:00 PM  
**To:** Turner, Philip [Turner.Philip@epa.gov]  
**Subject:** RE: Wilcox Oil Feasibility Study, Revision 02  
**Attachments:** Wilcox FS Report Rev 02\_07May21.docx

Phil, were you able to review the updated HHRA language. I want to make sure that the language is correct and is appropriately used, esp for lead discussion. Here is the word document.

thanks

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102  
214-665-8143

---

**From:** Turner, Philip <Turner.Philip@epa.gov>  
**Sent:** Tuesday, April 6, 2021 11:16 PM  
**To:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Subject:** RE: Wilcox Oil Feasibility Study, Revision 01

Looks ok. Just two editorial things:

p 12, section 2.7.3, last sentence: The CSM should show pathways that were evaluated quantitatively and qualitatively, and which is which.

p 21, 2<sup>nd</sup> bullet: It should be mentioned however, that these will be monitored to assess the effectiveness of upland soil removal.

---

**From:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Sent:** Tuesday, March 30, 2021 6:55 AM  
**To:** [pappel@eaest.com](mailto:pappel@eaest.com); [todd.downham@deg.ok.gov](mailto:todd.downham@deg.ok.gov)  
**Cc:** Rice, Kacie <[krice@eaest.com](mailto:krice@eaest.com)>; Turner, Philip <Turner.Philip@epa.gov>  
**Subject:** RE: Wilcox Oil Feasibility Study, Revision 01

Todd/Phil, please send any additional comments by Friday.

Phil, Please take a look at the revised HH portion of the text.

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6

Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102  
214-665-8143

---

**From:** Appel, Patrick <[pappel@eaest.com](mailto:pappel@eaest.com)>  
**Sent:** Monday, March 22, 2021 6:37 PM  
**To:** Coltrain, Katrina <[coltrain.katrina@epa.gov](mailto:coltrain.katrina@epa.gov)>; [todd.downham@deq.ok.gov](mailto:todd.downham@deq.ok.gov)  
**Cc:** Rice, Kacie <[krice@eaest.com](mailto:krice@eaest.com)>; Turner, Philip <[Turner.Philip@epa.gov](mailto:Turner.Philip@epa.gov)>  
**Subject:** Wilcox Oil Feasibility Study, Revision 01

Hi Katrina/Todd – attached is a copy of the Wilcox Oil Feasibility Study Report, Revision 01 without appendices. The appendices can be downloaded separately from the SharePoint site at the link below. It will be too large to send.

#### **Ex. 4 CBI**

The revised Feasibility Study is in Feasibility Study/Revision 01 folder.

You might need to copy and paste it into your browser if it doesn't work. The username/password information is:

#### **Ex. 4 CBI**

I will send a word file with track changes tomorrow.  
Have a good week,

Pat  
Patrick Appel  
EA Engineering, Science, and Technology, Inc., PBC  
405 S. Highway 121, Building C, Suite 100  
Lewisville, TX 75067  
972-315-3922 ext 1245  
Direct: 972-459-5038  
Mobile: 817-437-0563  
Fax: 972-315-5181  
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## Appointment

---

**From:** Coltrain, Katrina [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=6C65407B58D44284B50F869DF1274022-COLTRAIN, KATRINA]  
**Sent:** 4/20/2020 3:22:23 PM  
**To:** Meyer, John [Meyer.John@epa.gov]; Howard, Amber [Howard.Amber@epa.gov]; Atkins, Blake [atkins.blake@epa.gov]; Wilson, Karl [Wilson.Karl@epa.gov]  
**CC:** Rhotenberry, William [Rhotenberry.William@epa.gov]; Stankosky, Laura [stankosky.laura@epa.gov]  
**BCC:** R6-ConfRm-3F-NW3880 (20 sets) [R6-ConfRm-3F-NW3880@epa.gov]  
**Subject:** Wilcox FS Screening, PRG, and RAOs  
**Location:** R6-ConfRm-3F-NW3880 (20 sets)  
**Start:** 5/27/2020 7:00:00 PM  
**End:** 5/27/2020 9:00:00 PM  
**Show Time As:** Tentative

**Required Attendees:** Meyer, John; Howard, Amber; Atkins, Blake; Wilson, Karl  
**Optional Attendees:** Rhotenberry, William; Stankosky, Laura

All, this is a meeting to discuss the FS screening for Wilcox Oil Company, as well as the proposed PRGs and RAOs.

The technical memo and any discussion slides will be provided prior to the meeting.

---

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## Appointment

---

**From:** Coltrain, Katrina [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=6C65407B58D44284B50F869DF1274022-COLTRAIN, KATRINA]  
**Sent:** 4/20/2020 3:31:04 PM  
**To:** Benton, Marvin [Benton.Marvin@epa.gov]; Turner, Philip [Turner.Philip@epa.gov]; McKinney, Jason [McKinney.Jason@epa.gov]; Nixon, Lance [Nixon.Lance@epa.gov]; Johnson, WilliamG2 (Billy) [Johnson.WilliamG2@epa.gov]; Todd Downham [todd.downham@deq.ok.gov]; amy brittain [amy.brittain@deq.ok.gov]; Truhe, John (ATSDR/DCHI/CB) [kta3@cdc.gov]; Fisher, Jonathan C [jonathan\_fisher@fws.gov]  
**Subject:** FW: Wilcox FS Screening, PRG, and RAOs  
**Location:** R6-ConfRm-3F-NW3880 (20 sets)  
**Start:** 5/27/2020 7:00:00 PM  
**End:** 5/27/2020 9:00:00 PM  
**Show Time As:** Tentative

-----Original Appointment-----

**From:** Coltrain, Katrina  
**Sent:** Monday, April 20, 2020 10:22 AM  
**To:** Coltrain, Katrina; Meyer, John; Howard, Amber; Atkins, Blake; Wilson, Karl  
**Cc:** Rhotenberry, William; Stankosky, Laura  
**Subject:** Wilcox FS Screening, PRG, and RAOs  
**When:** Wednesday, May 27, 2020 2:00 PM-4:00 PM (UTC-06:00) Central Time (US & Canada).  
**Where:** R6-ConfRm-3F-NW3880 (20 sets)

All, this is a meeting to discuss the FS screening for Wilcox Oil Company, as well as the proposed PRGs and RAOs.

The technical memo and any discussion slides will be provided prior to the meeting.

---

## Join Skype Meeting

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English (United States)

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---

## Appointment

---

**From:** Coltrain, Katrina [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=6C65407B58D44284B50F869DF1274022-COLTRAIN, KATRINA]  
**Sent:** 6/1/2020 3:11:11 PM  
**To:** Turner, Philip [Turner.Philip@epa.gov]  
**Subject:** wilcox PRG discussion  
**Attachments:** TM\_RAO ARARs Alternatives\_Revision\_01.pdf  
**Location:** Skype Meeting  
  
**Start:** 6/2/2020 7:00:00 PM  
**End:** 6/2/2020 7:30:00 PM  
**Show Time As:** Tentative

**Required Attendees:** Turner, Philip

Phil, so the FS and PRG discussion is moved to Thursday. We have gone back and forth with EA on the PRGs for BaP and Lead. This write up on the PRG development is better, but still these are the screening numbers. Why do they continue to provide the screening numbers as cleanup numbers? Why is there no site-specific calculation? In addition, why are they continuing to propose risk based GW PRGs when there is an MCL?

---

### Join Skype Meeting

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---

## Appointment

---

**From:** Coltrain, Katrina [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=6C65407B58D44284B50F869DF1274022-COLTRAIN, KATRINA]  
**Sent:** 6/2/2020 12:05:00 PM  
**To:** Turner, Philip [Turner.Philip@epa.gov]  
**Subject:** wilcox PRG discussion  
**Attachments:** TM\_RAO ARARs Alternatives\_Revision\_01.pdf  
**Location:** Skype Meeting  
  
**Start:** 6/3/2020 2:00:00 PM  
**End:** 6/3/2020 2:30:00 PM  
**Show Time As:** Tentative

**Required Attendees:** Turner, Philip

Phil, so the FS and PRG discussion is moved to Thursday. We have gone back and forth with EA on the PRGs for BaP and Lead. This write up on the PRG development is better, but still these are the screening numbers. Why do they continue to provide the screening numbers as cleanup numbers? Why is there no site-specific calculation? In addition, why are they continuing to propose risk based GW PRGs when there is an MCL?

---

### Join Skype Meeting

Trouble Joining? [Try Skype Web App](#)

### Join by phone

Toll number: **Ex. 4 CBI** (Dial-in Number) English (United States)  
[Find a local number](#)  
Conference ID: **Ex. 4 CBI**  
[Forgot your dial-in PIN?](#) | [Help](#)

---

## Appointment

---

**From:** Coltrain, Katrina [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=6C65407B58D44284B50F869DF1274022-COLTRAIN, KATRINA]  
**Sent:** 6/3/2020 12:46:54 PM  
**To:** Turner, Philip [Turner.Philip@epa.gov]

**Subject:** Canceled: wilcox PRG discussion  
**Attachments:** TM\_RAO ARARs Alternatives\_Revision\_01.pdf  
**Location:** Skype Meeting

**Start:** 6/3/2020 2:00:00 PM  
**End:** 6/3/2020 2:30:00 PM  
**Show Time As:** Free

**Importance:** High

**Required Attendees:** Turner, Philip

Phil, so the FS and PRG discussion is moved to Thursday. We have gone back and forth with EA on the PRGs for BaP and Lead. This write up on the PRG development is better, but still these are the screening numbers. Why do they continue to provide the screening numbers as cleanup numbers? Why is there no site-specific calculation? In addition, why are they continuing to propose risk based GW PRGs when there is an MCL?

---

### Join Skype Meeting

Trouble Joining? [Try Skype Web App](#)

### Join by phone

Toll number:  dial-in Number) English (United States)

[Find a local number](#)

Conference ID

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---

Message

---

**From:** Coltrain, Katrina [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=6C65407B58D44284B50F869DF1274022-COLTRAIN, KATRINA]  
**Sent:** 10/26/2020 6:51:08 PM  
**To:** Todd Downham [todd.downham@deq.ok.gov]  
**Subject:** FW: Wilcox RI Report Revision 02

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102  
214-665-8143

---

**From:** Appel, Patrick <pappel@eaest.com>  
**Sent:** Tuesday, October 20, 2020 8:07 PM  
**To:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Cc:** todd.downham@deq.ok.gov  
**Subject:** Wilcox RI Report Revision 02

Hi Katrina – here is the link to the Sharepoint Site that contains Revision 02 of the RI report.

**Ex. 4 CBI**

It is located under the RI Report\Revision 02 folder.

**Ex. 4 CBI**

Also, I expect the TM to ready for final reviews tomorrow. I will keep you posted.

Pat

Patrick Appel  
EA Engineering, Science, and Technology, Inc., PBC  
405 S. Highway 121, Building C, Suite 100  
Lewisville, TX 75067  
972-315-3922 ext 1245  
Direct: 972-459-5038  
Mobile: 817-437-0563  
Fax: 972-315-5181

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## Appointment

---

**From:** Coltrain, Katrina [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=6c65407b58d44284b50f869df1274022-Coltrain, Katrina]  
**Sent:** 3/18/2022 7:53:44 PM  
**To:** Coltrain, Katrina [coltrain.katrina@epa.gov]; Braun, Christopher L [clbraun@usgs.gov]; Teeple, Andrew P [apteep@usgs.gov]; Mashburn, Shana L [shanam@usgs.gov]; Perez, Myra [perez.myra@epa.gov]; Flores, Raymond [flores.raymond@epa.gov]; Warren, Christy [warren.christy@epa.gov]  
**CC:** Johansen, Alyse [Johansen.Alyse@epa.gov]  
**Subject:** Wilcox GW Sampling - potential limitations in matrix collection  
**Attachments:** FY22 SF Projections\_Remedial\_SiteAssessment.xlsx  
**Location:** Microsoft Teams Meeting  
  
**Start:** 3/24/2022 1:00:00 PM  
**End:** 3/24/2022 2:00:00 PM  
**Show Time As:** Busy

**Required Attendees:** Braun, Christopher L; Teeple, Andrew P; Mashburn, Shana L; Perez, Myra; Flores, Raymond; Warren, Christy  
**Optional Attendees:** Johansen, Alyse

Hi, I wanted to get the teams together to talk through our planning, sample needs, and potential matrix volume limitations. Working to identify our best path forward. thanks

---

## Microsoft Teams meeting

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---



Message

---

**From:** Hanley, Jack (ATSDR/DCHI/CB) [jah8@cdc.gov]  
**Sent:** 7/18/2018 4:26:16 PM  
**To:** Coltrain, Katrina [coltrain.katrina@epa.gov]  
**Subject:** RE: Wilcox Data

Thank you.

---

**From:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Sent:** Wednesday, July 18, 2018 8:39 AM  
**To:** Hanley, Jack (ATSDR/DCHI/CB) <jah8@cdc.gov>  
**Cc:** [pappel@eaest.com](mailto:pappel@eaest.com)  
**Subject:** Wilcox Data

Jack, here is the database for Wilcox. The attached compressed Scribe file contains the entire database including all of our work and historical EPA work. Here are some instructions:

1. Download and install Scribe at **Ex. 4 CBI**
2. Save the database file (.bac) it to your computer or network,
3. Open Scribe, go to File, select Restore from backup, find and select the file where you saved it and it should load.

Katrina Higgins-Coltrain  
Remedial Project Manager  
US EPA Region 6  
LA/OK/NM Section (6SF-RL)  
1445 Ross Avenue  
Dallas, Texas 75202  
214-665-8143

---

**From:** Hanley, Jack (ATSDR/DCHI/CB) [<mailto:jah8@cdc.gov>]  
**Sent:** Tuesday, July 17, 2018 4:45 PM  
**To:** Coltrain, Katrina <[coltrain.katrina@epa.gov](mailto:coltrain.katrina@epa.gov)>  
**Subject:** RE: Wilcox--Source Control Proposed Plan

Katrina

Thanks for the proposed plan.

I would like to gain access to EPA's raw sampling data along with geolocation data for the Wilcox Oil site.

Can you send either of the following for my data analyst to follow up with to obtain the data?

1. Contact information for an EPA staff or contractor that provide the data.
2. Script subscription information and password for Wilcox Oil site to access the database in Script.

Jack



---

**From:** Coltrain, Katrina <[coltrain.katrina@epa.gov](mailto:coltrain.katrina@epa.gov)>  
**Sent:** Friday, July 13, 2018 8:17 AM  
**To:** Hanley, Jack (ATSDR/DCHI/CB) <[jah8@cdc.gov](mailto:jah8@cdc.gov)>  
**Subject:** Wilcox--Source Control Proposed Plan

Jack, Here is the final proposed plan.

Katrina Higgins-Coltrain  
Remedial Project Manager  
US EPA Region 6  
LA/OK/NM Section (6SF-RL)  
1445 Ross Avenue  
Dallas, Texas 75202  
214-665-8143

Message

---

**From:** Coltrain, Katrina [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=6C65407B58D44284B50F869DF1274022-COLTRAIN, KATRINA]  
**Sent:** 9/4/2018 1:32:26 PM  
**To:** Rickless, David (ATSDR/DTHHS/OD) [opv1@cdc.gov]  
**CC:** Mertzluft, Caitlin E. (ATSDR/DTHHS/OD) (CTR) [iwe5@cdc.gov]; Hanley, Jack (ATSDR/DCHI/CB) [jah8@cdc.gov]  
**Subject:** RE: Wilcox Oil Scribe Datasets  
**Attachments:** R6 InOrganic Data Qualifier Definitions.pdf; R6 Organic Data Qualifier Definitions.pdf

Here are the CLP definitions used in Region 6.

Katrina Higgins-Coltrain  
Remedial Project Manager  
US EPA Region 6  
LA/OK/NM Section (6SF-RL)  
1445 Ross Avenue  
Dallas, Texas 75202  
214-665-8143

---

**From:** Rickless, David (ATSDR/DTHHS/OD) [mailto:opv1@cdc.gov]  
**Sent:** Wednesday, August 29, 2018 11:33 AM  
**To:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Cc:** Mertzluft, Caitlin E. (ATSDR/DTHHS/OD) (CTR) <iwe5@cdc.gov>; Hanley, Jack (ATSDR/DCHI/CB) <jah8@cdc.gov>  
**Subject:** RE: Wilcox Oil Scribe Datasets

Hi Katrina,

I am working with Jack and Caitlin on data analysis for the Wilcox Oil dataset. I was wondering if you could point me in the direction of some reports or documentation from the lab analyses. Specifically, I would like to find a list of definitions for the Lab Qualifiers, non-detects, estimates, etc., to be sure I'm interpreting them correctly.

Thanks you,

David Rickless  
GIS & Environmental Health Fellow (ORISE)  
Geospatial Research, Analysis, and Services Program  
Division of Toxicology and Human Health Sciences, ATSDR

---

**From:** Hanley, Jack (ATSDR/DCHI/CB)  
**Sent:** Wednesday, July 18, 2018 12:32 PM  
**To:** Mertzluft, Caitlin E. (ATSDR/DTHHS/OD) (CTR) <iwe5@cdc.gov>  
**Subject:** FW: Wilcox Data

Caitlin,

Below are the instructions to access the Wilcox database in the Scribe file.

If you have any issues, email Katrina, the EPA RPM in Dallas.

I'll be in the office next Tuesday. If you think we need a meeting just go ahead and set it up.

Jack

---

**From:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Sent:** Wednesday, July 18, 2018 8:39 AM  
**To:** Hanley, Jack (ATSDR/DCHI/CB) <jah8@cdc.gov>  
**Cc:** [pappel@eaest.com](mailto:pappel@eaest.com)  
**Subject:** Wilcox Data

Jack, here is the database for Wilcox. The attached compressed Scribe file contains the entire database including all of our work and historical EPA work. Here are some instructions:

1. Download and install Scribe at **Ex. 4 CBI**
2. Save the database file (.bac) it to your computer or network,
3. Open Scribe, go to File, select Restore from backup, find and select the file where you saved it and it should load.

Katrina Higgins-Coltrain  
Remedial Project Manager  
US EPA Region 6  
LA/OK/NM Section (6SF-RL)  
1445 Ross Avenue  
Dallas, Texas 75202  
214-665-8143

---

**From:** Hanley, Jack (ATSDR/DCHI/CB) [<mailto:jah8@cdc.gov>]  
**Sent:** Tuesday, July 17, 2018 4:45 PM  
**To:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Subject:** RE: Wilcox--Source Control Proposed Plan

Katrina

Thanks for the proposed plan.

I would like to gain access to EPA's raw sampling data along with geolocation data for the Wilcox Oil site.

Can you send either of the following for my data analyst to follow up with to obtain the data?

1. Contact information for an EPA staff or contractor that provide the data.
2. Script subscription information and password for Wilcox Oil site to access the database in Script.

Jack

---

**From:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Sent:** Friday, July 13, 2018 8:17 AM  
**To:** Hanley, Jack (ATSDR/DCHI/CB) <jah8@cdc.gov>  
**Subject:** Wilcox--Source Control Proposed Plan

Jack, Here is the final proposed plan.

Katrina Higgins-Coltrain  
Remedial Project Manager  
US EPA Region 6  
LA/OK/NM Section (6SF-RL)  
1445 Ross Avenue  
Dallas, Texas 75202  
214-665-8143

Message

---

**From:** Coltrain, Katrina [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=6C65407B58D44284B50F869DF1274022-COLTRAIN, KATRINA]  
**Sent:** 7/18/2018 12:39:19 PM  
**To:** Hanley, Jack (ATSDR/DCHI/CB) [jah8@cdc.gov]  
**CC:** Patrick Appel (pappel@eaest.com) [pappel@eaest.com]  
**Subject:** Wilcox Data  
**Attachments:** WILCOXOIL\_20180509.bac

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2. Save the database file (.bac) it to your computer or network,
3. Open Scribe, go to File, select Restore from backup, find and select the file where you saved it and it should load.

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Remedial Project Manager  
US EPA Region 6  
LA/OK/NM Section (6SF-RL)  
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214-665-8143

---

**From:** Hanley, Jack (ATSDR/DCHI/CB) [mailto:jah8@cdc.gov]  
**Sent:** Tuesday, July 17, 2018 4:45 PM  
**To:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Subject:** RE: Wilcox--Source Control Proposed Plan

Katrina

Thanks for the proposed plan.

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Can you send either of the following for my data analyst to follow up with to obtain the data?

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2. Script subscription information and password for Wilcox Oil site to access the database in Script.

Jack

---

**From:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Sent:** Friday, July 13, 2018 8:17 AM  
**To:** Hanley, Jack (ATSDR/DCHI/CB) <jah8@cdc.gov>  
**Subject:** Wilcox--Source Control Proposed Plan

Jack, Here is the final proposed plan.

Katrina Higgins-Coltrain  
Remedial Project Manager  
US EPA Region 6  
LA/OK/NM Section (6SF-RL)  
1445 Ross Avenue  
Dallas, Texas 75202  
214-665-8143

Message

---

**From:** Coltrain, Katrina [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=6C65407B58D44284B50F869DF1274022-COLTRAIN, KATRINA]  
**Sent:** 12/11/2017 8:04:54 PM  
**To:** Patrick Appel (pappel@eaest.com) [pappel@eaest.com]  
**Subject:** FW: Wilcox Final Report  
**Attachments:** RE\_CERCLA OSR Verification.pdf

Pat here are some final totals for work done at Tank 5.

1. Final T&D Costs were **Ex. 4 CBI**
2. The area was an odd shape, but I estimated 15,000 sq ft for the hydroseed. Total tonnage was 1,348.65 tons so using conversion factor of 1.35 tons/CY it was approximately 1,000 CYs.
3. American Environmental Landfill, 212 N 177<sup>th</sup> W Ave, Sand Springs, OK 74063
4. We subcontracted GEM Dirt in Tulsa to provide the gravel, subsoil, and topsoil. Total cost was **Ex. 4 CBI**

Katrina Higgins-Coltrain  
Remedial Project Manager  
US EPA Region 6  
LA/OK/NM Section (6SF-RL)  
1445 Ross Avenue  
Dallas, Texas 75202  
214-665-8143

Message

---

**From:** Mason, Steve [mason.steve@epa.gov]  
**Sent:** 2/1/2018 7:30:40 PM  
**To:** Coltrain, Katrina [coltrain.katrina@epa.gov]  
**Subject:** RE: Wilcox Removal Final Report and costs  
**Attachments:** TDD No. 0001-17-065 Wilcox Oil Residence Site Removal Action Report -- START Weston.pdf

Here is the START report, however they left out a couple of items, so we will be getting a revised report...

In terms of costs, there may some very small costs that may show up, but so far (and probably final):

START: Ex. 4 CBI  
ERRS: \$

*With Regards, Steve*



Stephen Mason  
EPA Region 6 (6SF-PE)  
1445 Ross Avenue, Dallas, TX 75202  
214-865-2276  
[mason.steve@epa.gov](mailto:mason.steve@epa.gov)

"Frequently, my thoughts get heard and walk down to my mouth. Often, this is a bad thing."

---

**From:** Coltrain, Katrina  
**Sent:** Thursday, February 01, 2018 10:39 AM  
**To:** Mason, Steve <mason.steve@epa.gov>  
**Subject:** Wilcox Removal Final Report and costs

Hi Steve, do you have a final cost for this action? Also, do you have an idea of when the final report will be done sot that I can add to my administrative record?

thanks

Katrina Higgins-Coltrain  
Remedial Project Manager  
US EPA Region 6  
LA/OK/NM Section (6SF-RL)  
1445 Ross Avenue  
Dallas, Texas 75202  
214-665-8143



Message

**From:** Coltrain, Katrina [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=6C65407B58D44284B50F869DF1274022-COLTRAIN, KATRINA]  
**Sent:** 2/2/2018 4:59:06 PM  
**To:** Todd Downham [todd.downham@deq.ok.gov]  
**Subject:** Wilcox Technologies and Cost estimates--additional thoughts  
**Attachments:** Capping RACER estimates tech details 2-2-18.pdf; Excavation RACER cost estimate summary 12-6-17.pdf; Excavation RACER estimates tech details 2-2-18.pdf; RACER all screening technologies summary 12-8-17.pdf; Capping Geomembrane RACER cost estimate over time 12-6-17.pdf; Treatment RACER estimates tech details 2-2-18.pdf

Todd, here are some additional thoughts and details that may be useful.

Removal Action

- Final T&D Costs were **Ex. 4 CBI**
- Total tonnage was 1,348.65 tons so using conversion factor of **Ex. 4 CBI** it was approximately **Ex. 4 CBI** CYs.
- Gravel, subsoil, and topsoil. Total cost was **Ex. 4 CBI**
- Total cost (may be some small lingering amount) **Ex. 4 CBI**
  - START: **Ex. 4 CBI** site observation/recording; air monitoring, mapping, sampling and analysis, reporting, labor, travel)
  - ERRS: **Ex. 4 CBI** equipment; T&D; backfill; hydroseed/trees; labor; travel)
- Approximate cost based on total site project is \$150/ton.

Additional cost comparison information pulled from the guidance and the matrix website ([https://frtr.gov/matrix2/top\\_page.html](https://frtr.gov/matrix2/top_page.html)) is provided in the excel file.

The RACER details are provided as well. You will see that for each of these a **Ex. 4 CBI** **Ex. 4 CBI** included for each. This may be redundant in that each of the alternative already have marked up costs estimated for overhead. My intention for including the professional labor was as a contingency estimate. For the excavation alternative, there are redundant tasks that can be eliminated if several of the areas are addressed at the same time. This would include the professional labor lump sum and the documentation line items.

For the FS screening memorandum, I think that a general cost comparison that provides enough information to identify the alternatives that move forward in the proposed plan is sufficient. We can update these more general estimates for the Proposed Plan/ROD. We can work together and based on historic knowledge, previous estimates for other similar sites, etc as more detail summary can be developed.

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US EPA Region 6  
LA/OK/NM Section (6SF-RL)  
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214-665-8143

## Appointment

---

**From:** Convey, Michael [Convey.Michael@epa.gov]  
**Sent:** 11/4/2021 3:23:16 PM  
**To:** Convey, Michael [Convey.Michael@epa.gov]; Nixon, Lance [Nixon.Lance@epa.gov]

**Subject:** CRDD/PRP for Wilcox Oil

**Start:** 11/4/2021 6:00:00 PM  
**End:** 11/4/2021 6:30:00 PM  
**Show Time As:** Busy

**Recurrence:** (none)

**Required Attendees:** Nixon, Lance

---

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Ex. 4 CBI

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## Appointment

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**From:** Coltrain, Katrina [coltrain.katrina@epa.gov]  
**Sent:** 12/4/2020 2:19:18 PM  
**To:** Coltrain, Katrina [coltrain.katrina@epa.gov]; Benton, Marvin [Benton.Marvin@epa.gov]; Featherson, Clarence [Featherson.Clarence@epa.gov]; Nixon, Lance [Nixon.Lance@epa.gov]  
**CC:** Johnson, Lydia [johnson.lydia@epa.gov]; Atkins, Blake [atkins.blake@epa.gov]  
**Subject:** Wilcox Oil Site internal Settlement Meeting  
**Location:** Microsoft Teams Meeting  
**Start:** 12/8/2020 7:00:00 PM  
**End:** 12/8/2020 8:00:00 PM  
**Show Time As:** Busy

**Required Attendees:** Coltrain, Katrina; Benton, Marvin; Featherson, Clarence; Nixon, Lance  
**Optional Attendees:** Johnson, Lydia; Atkins, Blake

Lydia,  
This the meeting invite for the Wilcox Oil discussion. I will be on sick leave.  
Thanks

-----Original Appointment-----

**From:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Sent:** Thursday, December 3, 2020 3:22 PM  
**To:** Coltrain, Katrina; Benton, Marvin; Featherson, Clarence; Nixon, Lance  
**Subject:** Wilcox Oil Site internal Settlement Meeting  
**When:** Tuesday, December 8, 2020 1:00 PM-2:00 PM (UTC-06:00) Central Time (US & Canada).  
**Where:** Microsoft Teams Meeting

[Continue discussions](#)

---

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.....

Message

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**From:** Coltrain, Katrina [coltrain.katrina@epa.gov]  
**Sent:** 1/29/2020 4:32:11 PM  
**To:** Turner, Philip [Turner.Philip@epa.gov]  
**Subject:** RE: Revised Wilcox Oil Draft HHRA Submittal and request for review

It's the same

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102

---

**From:** Turner, Philip <Turner.Philip@epa.gov>  
**Sent:** Wednesday, January 29, 2020 10:31 AM  
**To:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Subject:** RE: Revised Wilcox Oil Draft HHRA Submittal and request for review

I got it, but that new ATP scan thing we have seems to take forever. So, this thing is already revised from the one you sent on Jan 22?

---

**From:** Coltrain, Katrina <coltrain.katrina@epa.gov>  
**Sent:** Wednesday, January 29, 2020 10:24 AM  
**To:** Suzanne Dunn <suzanne\_dunn@fws.gov>; Chelsea Jones <chelsea-jones@cherokee.org>; Jason-White@cherokee.org; Jeremy.Fincher@sacandfoxnation-nsn.gov; Judith Ausmus <jausmus@mcn-nsn.gov>; LeeAnne Wendt <lwendt@mcn-nsn.gov>; jonathan\_fisher@fws.gov; pappel@eaest.com; jwilliams@mcn-nsn.gov; Phillip Mee <Phillip.Mee@sacandfoxnation-nsn.gov>; 'Barry Forsythe' <barry\_forsythe@fws.gov>  
**Cc:** pappel@eaest.com; todd.downham@deq.ok.gov; Turner, Philip <Turner.Philip@epa.gov>  
**Subject:** Revised Wilcox Oil Draft HHRA Submittal and request for review

All, got failure deliveries, so please use the following link to download your copy.

link: <http://epa6rac.eaest.com/Wilcox%20Oil/Forms/AllItems.aspx>

current user name and password information:

User ID =  
Password **Ex. 4 CBI**

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102

---

**From:** Coltrain, Katrina  
**Sent:** Wednesday, January 29, 2020 10:19 AM  
**To:** 'Suzanne Dunn' <suzanne\_dunn@fws.gov>; 'Chelsea Jones' <chelsea-jones@cherokee.org>; Jason-

White@cherokee.org; Jeremy.Fincher@sacandfoxnation-nsn.gov; 'Judith Ausmus' <jausmus@mcn-nsn.gov>; 'LeeAnne Wendt' <lwendt@mcn-nsn.gov>; 'jonathan\_fisher@fws.gov' <jonathan\_fisher@fws.gov>; 'Patrick Appel (pappel@eaest.com)' <pappel@eaest.com>; jwilliams@mcn-nsn.gov; Phillip Mee <Phillip.Mee@sacandfoxnation-nsn.gov>; 'Barry Forsythe' <barry\_forsythe@fws.gov>  
**Cc:** 'Appel, Patrick' <pappel@eaest.com>; todd.downham@deq.ok.gov; Turner, Philip <Turner.Philip@epa.gov>  
**Subject:** Wilcox Oil Draft HHRA Submittal

Good Day All, please find attached the revised Human Health Risk Assessment. Please send any comments by **February 14, 2020**.

As always, call either Todd (405-702-5136) or I with any questions, and thank you for your continued interest.

Have a great week.

Katrina Higgins-Coltrain  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Remedial Branch (SEDRL)  
1201 Elm Street, Suite 500  
Dallas, Texas 75270-2102